

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381669

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Accelerator Media Partners, Inc.		02/09/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vertical Media Solutions, Inc.		
Street Address:	225 Liberty Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4639229	/DRIVE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2125223383		
Email:	TIPTO@timeinc.com		
Correspondent Name:	JENNIFER CHUNG		
Address Line 1:	225 Liberty Street		
Address Line 2:	5th Floor		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	Jennifer Chung		
SIGNATURE:	/Jennifer Chung/		
DATE SIGNED:	04/22/2016		
Total Attachments: 10			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of February 9, 2016, is made by and among Accelerator Media Partners, Inc., a Delaware corporation ("**Accelerator Media**"), Emil Rensing International, Inc., a Delaware corporation ("**Emil Rensing International**") and Autostream, Inc., a Delaware corporation ("**Autostream**", and collectively with Accelerator Media and Emil Rensing International, the "**Corporate Seller Parties**") to Vertical Media Solutions Inc., a Delaware corporation ("**Buyer**"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in that certain Asset Purchase Agreement (the "**Asset Purchase Agreement**"), dated December 9, 2015, between the Corporate Seller Parties, Emil Rensing, an individual and the sole stockholder of each of Autostream and Emil Rensing International and a stockholder of Accelerator Media, TangentVector, Inc., a Delaware corporation and a stockholder of Accelerator Media, Chris Harris, an individual and a stockholder of Accelerator Media, Michael Spinelli, an individual and a stockholder of Accelerator Media, and Emil Rensing, as representative of the Seller Parties.

WHEREAS, under the terms of the Asset Purchase Agreement, the Seller Parties have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of the Seller Parties, and have agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller Parties hereby irrevocably convey, transfer and assign to Buyer, and Buyer hereby accepts, all of the Seller Parties' right, title and interest in and to the following, collectively the "**Assigned IP**":

(a) all patents, patent applications, patentable designs and inventions, reissues, reexaminations, continuations, provisionals, revivals, parents, continuations-in-part, divisionals, registrations, requests for continuing examination, and extensions of such patents and patent applications, patents or patent applications (i) to which any and all of the foregoing directly or indirectly claim priority to and/or (ii) for which any or all of the foregoing directly or indirectly form a basis for priority, all related cases (whether pending, issued, abandoned or filed before, on or after the date hereof) and foreign counterparts to any or all of the foregoing, including, without limitation, international patents or applications, utility models, design patents, certificates of invention, all Convention and Treaty Rights of all kinds and equivalent rights worldwide, and the inventions, discoveries and improvements described or claimed in any or all of the foregoing to the extent owned by the Seller Parties and used in or necessary for the conduct of the Business as currently conducted including, without limitation, those set forth in Schedule 1 hereto (collectively, the "**Patents**");

(b) all confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, software (including, without limitation, the software set forth in Schedule 2 hereto), data, compositions and other trade secrets, whether or not patentable that relate to any Patent to the extent owned by the Seller Parties and used in or necessary for the conduct of the Business as currently conducted;

(c) all trademarks service marks, trade names, social media handles and user names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing to the extent owned by the Seller Parties and used in or necessary for the conduct of the Business as currently conducted including, without limitation, those set forth in Schedule 3 hereto (collectively, the “**Trademarks**”);

(d) all copyrights and copyrightable material including, without limitation, any software listed on Schedule 2) and any registrations and copyright applications relating thereto and any issuances, renewals and extensions thereof, including, without limitation, all rights in and to all works based upon, derived from, or incorporating the underlying work to the extent owned by the Seller Parties and used in or necessary for the conduct of the Business as currently conducted, including, without limitation, those set forth in Schedule 4 hereto (collectively, the “**Copyrights**”);

(e) all rights of any kind whatsoever in any internet domain names whether or not trademarks, registered in any top-level domain by any authorized private registrar or Governmental Authority to the extent owned by the Seller Parties and used in or necessary for the conduct of the Business as currently conducted including, without limitation, those domain names set forth in Schedule 5 hereto (collectively, the “**Domain Names**”);

(f) all rights of any kind whatsoever of the Seller Parties accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(g) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default.

2. Recordation and Further Actions.

(a) The Seller Parties hereby authorize and request the competent authorities including the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this IP Assignment upon request by Buyer.

(b) Following the date hereof, upon Buyer’s request, the Seller Parties will take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Limited Power of Attorney. Each of the Seller Parties hereby appoints Buyer as the true and lawful attorney-in-fact of each Seller Party, with full power of substitution, having full right and authority, in the name of each Seller Party to do all such acts and things in relation to the matters set forth in Section 2(a) of this IP Assignment as Buyer shall reasonably deem desirable. The Seller Parties agree that the above-stated powers are coupled with an interest and shall be irrevocable by the Seller Parties.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller Parties and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this IP Assignment as of the date first above written.

SELLER PARTIES:

ACCELERATOR MEDIA PARTNERS INC.

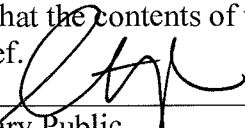
By: _____
Name: Emil Rensing
Title: President

Address for Notices:

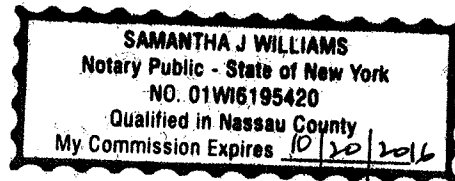
1375 Broadway
21st Floor
Attn: Martin Miller
New York, NY 10018

State of New York
County of New York

On this 3rd day of January, 2016, before me, the undersigned notary public, personally appeared Emil Rensing, proved to me through satisfactory evidence of identification, which was a US Passport #462861410, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.



Notary Public
My commission expires 10/20/2016



IN WITNESS WHEREOF, I, Arthur E. Golden, hereby declare
(Printed Name of Witness)

that I was personally present and did see Emil Rensing duly sign and execute the assignment.



Date: 1/3/16

EMIL RENSING INTERNATIONAL, INC.

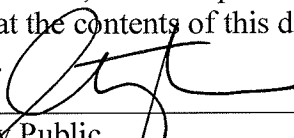
By: _____
Name: Emil Rensing
Title: President

Address for Notices:

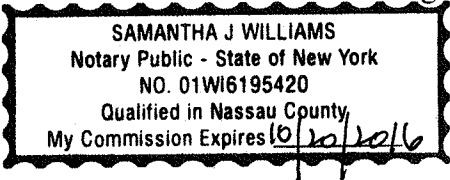
1375 Broadway
21st Floor
Attn: Martin Miller
New York, NY 10018

State of New York
County of New York

On this 3rd day of January, 2016, before me, the undersigned notary public, personally appeared Emil Rensing, proved to me through satisfactory evidence of identification, which was a US Passport #462861410, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

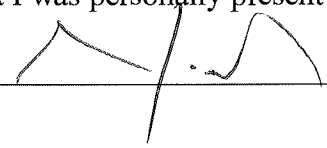


Notary Public
My commission expires 10/20/2016



IN WITNESS WHEREOF, I, Arthur E. Golden, hereby declare
(Printed Name of Witness)

that I was personally present and did see Emil Rensing duly sign and execute the assignment.



Date: 1/3/16

AUTOSTREAM, INC.

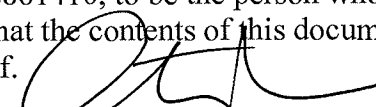
By: _____
Name: Emil Rensing
Title: President

Address for Notices:

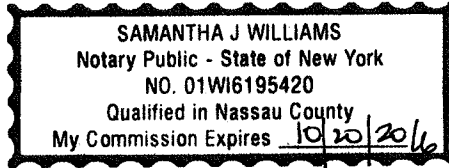
1375 Broadway
21st Floor
Attn: Martin Miller
New York, NY 10018

State of New York
County of New York

On this 3rd day of January, 2016, before me, the undersigned notary public, personally appeared Emil Rensing, proved to me through satisfactory evidence of identification, which was a US Passport #462861410, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.



Notary Public
My commission expires 10/20/2016



IN WITNESS WHEREOF, I, Arthur F. Golden, hereby declare
(Printed Name of Witness)

that I was personally present and did see Emil Rensing duly sign and execute the assignment.



Date: 1/3/16

EMIL RENSING

Address for Notices:

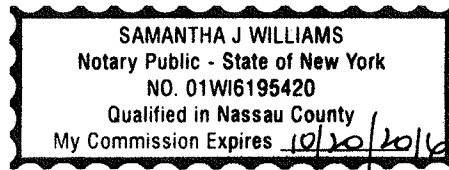
1375 Broadway
21st Floor
Attn: Martin Miller
New York, NY 10018

State of New York
County of New York

On this 3rd day of January, 2015, before me, the undersigned notary public, personally appeared Emil Rensing, proved to me through satisfactory evidence of identification, which was a US Passport #462861410, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public
My commission expires

[Signature]
10/20/2014



IN WITNESS WHEREOF, I, Arthur E. Golden, hereby declare
(Printed Name of Witness)

that I was personally present and did see Emil Rensing duly sign and execute the assignment.

[Signature]

Date: 1/3/16

CHRIS HARRIS

[Signature]

Address for Notices:

[PLEASE PROVIDE]

State of ENGLAND
County of BRISTOL

On this 10th day of December, 2015, before me, the undersigned notary public, personally appeared Chris Harris, proved to me through satisfactory evidence of identification, which was a UK DRIVERS LICENCE, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public

~~My commission expires~~

[Signature: M. Gupwell]

My faculty endures for so long as I shall practise

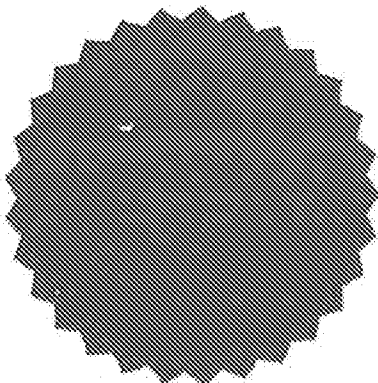
IN WITNESS WHEREOF, I, ANNA WHITELEY, hereby declare
(Printed Name of Witness)

that I was personally present and did see [NAME OF INDIVIDUAL] duly sign and execute the assignment.

[Signature]

Date: 10th DECEMBER 2015

MICHAEL GUPWELL
NOTARY PUBLIC
7 QUEEN SQUARE
BRISTOL
BS1 4JE
TEL: 01179069400



TANGENTVECTOR, INC.

By: 

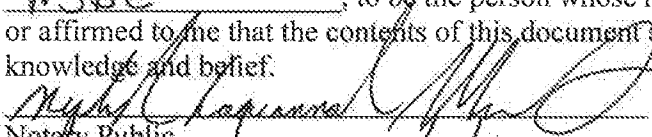
Name: John - Francis Musial

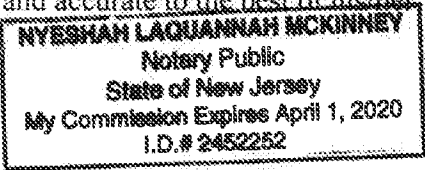
Title: President + CEO

Address for Notices:

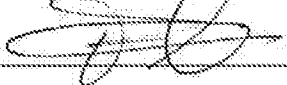
State of New Jersey
County of Essex

On this 12 day of December, 2015, before me, the undersigned notary public, personally appeared John-Francis Musial, proved to me through satisfactory evidence of identification, which was a N.J.D.L. to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.


Notary Public
My commission expires 4/1/2020



IN WITNESS WHEREOF, I, Francina Sanchez, hereby declare
(Printed Name of Witness)
that I was personally present and did see John-Francis Musial duly sign and execute the assignment.



Date: 12-12-15

MICHAEL SPINELLI

Michael Spinelli

Address for Notices:

[PLEASE PROVIDE]

State of New York
County of NEW YORK

On this 14th day of December 2015, before me, the undersigned notary public, personally appeared Michael Spinelli, proved to me through satisfactory evidence of identification, which was a Valid NY Driver License to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

Notary Public
My commission expires 12/13/2018

MICHAEL IKECHI IHEKUMERE
NOTARY PUBLIC-STATE OF NEW YORK
No. 011H6232710
Qualified in New York County
My Commission Expires December 13, 2018

IN WITNESS WHEREOF, I, MATT BEAN, hereby declare
(Printed Name of Witness)

that I was personally present and did see [NAME OF INDIVIDUAL] duly sign and execute the assignment

[Signature]

Date: Dec 14 2015