

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396017

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SnagFilms, Inc.		01/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Indiewire Media, LLC		
Street Address:	475 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4038224	INDIEWIRE	
Registration Number:	4391390	CRITICWIRE	
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>			
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	1600 JFK blvd., 2nd floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Jordan LaVine		
SIGNATURE:	/jordan lavine/		
DATE SIGNED:	08/23/2016		
Total Attachments: 4			
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OP \$65.00 4038224

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made as of the 19th day of January, 2016, by and between SnagFilms, Inc., a Delaware corporation ("Seller") in favor of Indiewire Media, LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms used herein and not defined herein shall have the meanings set forth in that certain Asset Purchase Agreement, dated as of the date hereof, by and between Purchaser and Seller (the "Purchase Agreement").

WHEREAS, Purchaser and Seller have executed the Purchase Agreement, whereby, among other things, Seller has conveyed, transferred and assigned to Purchaser and Purchaser purchased from Seller, among other assets, certain intellectual property of Seller, and Seller has agreed to execute and deliver this IP Assignment for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office.

NOW THEREFORE, the parties agree as follows:

1. **Trademark Assignment.** In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Purchaser, and Purchaser hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule I hereto and all issuances, extensions and renewals thereof;

(b) 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, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and

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

2. **Recordation and Further Actions.** Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Purchaser. Purchaser and Seller shall comply with Section 8(a) of the Purchase Agreement in connection with this IP Assignment.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Counterparts.** This IP Assignment may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The parties hereto agree that the delivery of this IP Assignment by facsimile or e-mailed .pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures. At the request of either party, the other party shall confirm such facsimile or other transmissions by executing duplicate original documents and delivering the same to the requesting party.

5. **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 assigns.

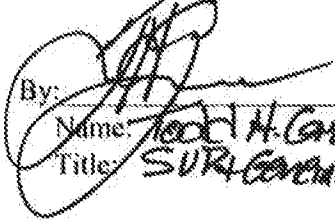
6. **Governing Law.** This IP Assignment shall be governed by and construed in accordance with the laws of the State of New York without regards to conflicts of laws.

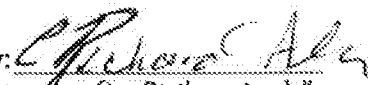
* * * * *

IN WITNESS WHEREOF, each of Seller and Purchaser has caused this IP Assignment to be executed as of the date first above written.

INDIEWIRE MEDIA, LLC

SNAGFILMS, INC.

By: 
Name: Todd H. Gange
Title: SUR General Counsel

By: 
Name: C. Richard Allen
Title: CEO

[Signature Page to IP Assignment]

SCHEDULE 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks

“Indiewire” Trademark

Serial Number: 85260483

Registration Number: 4038224

Registration Date: October 11, 2011

“Criticwire” Trademark

Serial Number: 85811324

Registration Number: 4391390

Registration Date: August 27, 2013