

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396376

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blinkx UK Ltd		09/23/2015	Corporation: GREAT BRITAIN
RECEIVING PARTY DATA			
Name:	Rhythhone, LLC (formerly Blinkx, Inc. and Blinkx, LLC)		
Street Address:	251 Kearny Street, 2nd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3203407	B	
Registration Number:	3204984	B	
Registration Number:	3830402	B	
Registration Number:	4251947	BLINKX	
Registration Number:	4561716	BLINKX ADHOC	
Registration Number:	4557807	BLINKX BEAT	
Serial Number:	85896325	BLINKX MEDIA	
Registration Number:	4557806	BLINKX REMOTE	
Registration Number:	3913148	BLINKX	
Serial Number:	86202801	GRAB MEDIA	
Registration Number:	3853393	SQUARE EYES	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		

CH \$290.00 3203407

TRADEMARK

ATTORNEY DOCKET NUMBER:	100268-2000
NAME OF SUBMITTER:	Jennifer C. Evans
SIGNATURE:	/jce/
DATE SIGNED:	08/25/2016

Total Attachments: 14

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DATED

SEPT 23,

2015

BLINKX UK LTD

and

RHYTHMONE, LLC.

ASSIGNMENT OF INTELLECTUAL
PROPERTY RIGHTS

Bird & Bird LLP
15 Fetter Lane
London EC4A 1JP

Tel: 020 7415 6000
www.twobirds.com
Ref: SJS/MOHK/BLINKX.0021

TRADEMARK
REEL: 005863 FRAME: 0839

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THIS AGREEMENT dated 8 SEPT 23, 2015 made between:

PARTIES

- (1) **BLINKX UK LTD** incorporated and registered in England and Wales with company number 05167103, the registered office of which is at 1st Floor, 40 Dukes Place, London, EC3A 7NH (the "Assignor"); and
- (2) **RHYTHMONE, LLC (formerly Blinkx, Inc and Blinkx, LLC)**, incorporated in the United States of America with registered office at One market Plaza, Spear Tower, Suite 1810, San Francisco, CA 94105 (the "Assignee").

RECITALS

- (A) The Assignor owns the Intellectual Property Rights in the Materials (as defined below), which Intellectual Property Rights were acquired by the Assignor inter alia as a result of the following Contract Research and Development Agreements, each dated 25th November 2013:
 - (a) Between the Parties;
 - (b) Between the Assignor and Burst Media Corp (renamed Burst Media, LLC and legally merged under the provisions of the law of the United States of America in a separate agreement with RhythmOne, LLC with effect from 1 April, 2015);
 - (c) Between the Assignor and Blinkx Media Ltd; and
 - (d) Between the Assignor and Adon Network Inc (renamed Adon Network, LLC);(together, the "**Contract Research and Development Agreements**").
- (B) The Assignee is under common control with the Assignor.
- (C) The Assignee uses the Materials for the purposes of its business activities.
- (D) Prior to the Effective Date of this agreement the Assignor has been providing Assignee with use of the Intellectual Property Rights in the Materials under written and unwritten licence agreements.
- (E) The Assignor has agreed to assign to the Assignee the Intellectual Property Rights in the Materials and shown in the Schedules to this agreement on the terms set out in this agreement.

WHEREBY IT IS AGREED as follows:

1. **INTERPRETATION**

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

"**Assigned Rights**" means all the Intellectual Property Rights set out in Schedules 1, 2 and 5 and/or embodied in the Materials;

"**Business Day**" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"**Effective Date**" means 1 April 2015.

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill (including such goodwill attaching to any business, logo or unregistered mark) and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other Intellectual Property Rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world and including for the avoidance of doubt all items referred to in Schedules 1 and 2;

"**Materials**" means the materials described in Schedule 4;

"**Patents**" means the patents and the applications short particulars of which are set out in Schedule 1;

"**Trade Marks**" means the registered trade marks short particulars of which are set out in Schedule 3;

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 A reference to **writing** or **written** includes fax but not email.
- 1.12 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **ASSIGNMENT**

In consideration of the sum of _____ (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Assigned Rights, including:

- 2.1.1 the absolute entitlement to any registrations granted pursuant to any of the applications comprised in the Patents;
- 2.1.2 all goodwill attaching to the Trade Marks and in respect of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and
- 2.1.3 the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Assigned Rights whether occurring before, on, or after the date of this agreement.

3. **TERMINATION OF AGREEMENTS**

The Assignor agrees to hereby terminate each of the Contract Research and Development Agreements pursuant to the relevant provisions in each of those agreements and procure agreement from each of the parties to the respective Contract Research and Development Agreements that such terminations shall be deemed to take effect on the Effective Date.

4. **VAT**

All payments made by the Assignee under this agreement are exclusive of VAT. If any such payment constitutes the whole or any part of the consideration for a taxable or deemed taxable supply by the Assignor, the Assignee shall increase that payment by an amount equal to the VAT which is chargeable in respect of the taxable or deemed taxable supply, provided that the Assignor shall have delivered a valid VAT invoice in respect of such VAT to the Assignee.

5. **FURTHER ASSURANCE**

- 5.1 Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, execute such documents and perform such acts as may be required for the purpose of giving full effect to this agreement.

6. **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

7. **ENTIRE AGREEMENT**

7.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

7.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

8. **VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9. **SEVERANCE**

9.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

9.2 If one party gives notice to the other of the possibility that any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

10. **COUNTERPARTS**

10.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

10.2 Transmission of the executed signature page of a counterpart of this agreement by (a) fax or (b) e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this agreement. Without prejudice to the validity of the agreement thus made, each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

11. **THIRD PARTY RIGHTS**

No one other than a party to this agreement shall have any right to enforce any of its terms.

12. **NOTICES**

12.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be:

12.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

12.1.2 sent by fax to its main fax number.

12.2 Any notice shall be deemed to have been received:

12.2.1 if delivered by hand, on signature of a delivery receipt;

12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

12.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission.

12.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

14. **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

AS WITNESS the hands of the parties hereto or their duly authorised agents the day and year first above written.




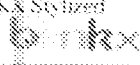
SCHEDULE 1

Patents

SCHEDULE 2

Trade Marks

Registered trade marks and applications

Country/ territory	Mark	Application number (date)	Registration number (date)	Classes
United States of America	B Design (GRAY & WHITE) 	78469778 18-Aug-2004	3203407 20-Jan-2007	09, 35, 38, 42
United States of America	B Design (RED) 	78469784 18-Aug-2004	3204984 06-Feb-2007	09, 35, 38, 42
United States of America	B Stylized Registered 	77768648 25-Jan-2009	3830400 10-Aug-2010	32
United States of America	BLINKX	77804442 16-Dec-2009	4331947 04-Dec-2012	09, 43
United States of America	BLINKX ADHOC	77940596 19-Feb-2010	4361710 08-Jul-2014	35
United States of America	BLINKX BEAT	77940594 19-Feb-2010	4337807 01-Jul-2014	09, 38, 41
United States of America	BLINKX MEDIA	83996323 03-Apr-2013	(Application suspended)	09, 35, 38, 43
United States of America	BLINKX REMOTE	77945475 25-Feb-2010	4337806 01-Jul-2014	09, 38, 41
United States of America	BLINKX Stylized 	78469595 18-Aug-2004	3013148 01-Feb-2011	09, 35, 38
United States of America	GRAB MEDIA	86202801 24-Feb-2014	(Application suspended)	35, 38
United States of America	SQUARE EYES	77940589 19-Feb-2010	3853393 28-Sep-2010	43

SCHEDULE 3

Other third party rights

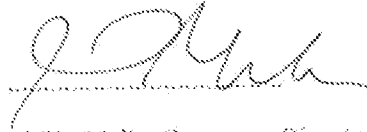
SCHEDULE 4

Materials

SCHEDULE 5

Unregistered Assigned Rights

Signed by Philip Melia for and on
behalf of **BLINKX UK LTD.**

A handwritten signature in cursive script, appearing to read 'P. Melia', written over a horizontal dotted line.

Philip Melia, Company Director

Signed by Edward Reginelli for and
on behalf of **RHYTHMONE,
LLC**

A handwritten signature in cursive script, appearing to read 'E. Reginelli', written over a horizontal dotted line.

Edward Reginelli, LLC Manager