

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SIGNAL DIGITAL, INC.		10/28/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Pennsylvania, LLC		
Street Address:	655 Montgomery Street, #1400		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3421883	TEXTME	
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:	202-739-5517		
Email:	carole.klein@morganlewis.com, carolyn.himmelfarb@morganlewis.com		
Correspondent Name:	Carole R. Klein		
Address Line 1:	1111 Pennsylvania Avenue, N.W.		
Address Line 2:	Attention: TMSU		
Address Line 4:	Washington, D.C. 20004		
NAME OF SUBMITTER:	Carole R. Klein		
SIGNATURE:	/Carole R. Klein/		
DATE SIGNED:	11/07/2016		
Total Attachments: 2			
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source=TM Assignment - Signal Digital Inc to Pennsylvania LLC#page2.tif			

CH \$40.00 3421883

EXHIBIT A

TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement, effective as of October 28, 2016, is by and between SIGNAL DIGITAL, INC., a Delaware corporation ("Assignor"), and Pennsylvania, LLC, a Delaware limited liability company ("Assignee").


WHEREAS, Assignor wishes to confirm and ratify that it has transferred and assigned to Assignee all of Assignor's right, title and interest in and to U.S. Trademark Registration No. 3421883 for the mark "TEXTME", which is registered with the United States Patent and Trademark Office (the "Mark"), pursuant to that certain Trademark Assignment Agreement and Mutual Release, dated October 28, 2016, by and among Assignor and Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

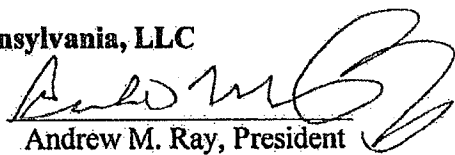
1. Assignor does hereby assign, ratify and confirm that it has assigned to Assignee all of Assignor's right, title and interest in and to the Mark, together with the goodwill of the business symbolized by such Mark, the above identified registration for the Mark, and all rights of action and claims for future, present and past infringements thereof.
2. Assignor hereby authorizes the United States Patent and Trademark Office to record this Trademark Assignment. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.
3. Assignor further promises to execute and deliver to Assignee all other documents reasonably requested by Assignee to perfect and vest in Assignee all of Assignor's rights, title and interest in and to such Mark.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized at the addresses provided below.

Signal Digital, Inc.
By: 
Giuliana Summer, CFO

Date: 10/28/16

Pennsylvania, LLC
By: 
Andrew M. Ray, President

Date: 11-31-16