TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM406878

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SocialRadar Inc.		11/14/2016	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Mapquest, Inc.
Street Address:	22000 AOL Way
City:	Dulles
State/Country:	VIRGINIA
Postal Code:	20166
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4432472	
Registration Number:	4635187	SOCIALRADAR

CORRESPONDENCE DATA

Fax Number: 2028576395

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.

Phone: 202 857 6169

Email: henrye@arentfox.com **Correspondent Name:** James R. Davis, II Address Line 1: 1717 K Street, NW Address Line 2: Arent Fox LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	019428/00350
NAME OF SUBMITTER:	James R. Davis, II
SIGNATURE:	/James R. Davis, II/
DATE SIGNED:	11/29/2016

Total Attachments: 5

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "<u>Agreement</u>"), dated as of November 14, 2016, is by and among Mapquest, Inc., a Delaware corporation having an address of 22000 AOL Way, Dulles, Virginia 20166 ("<u>Assignee</u>"), SocialRadar, Inc., a Delaware corporation ("<u>SocialRadar</u>"), Yellow Submarine Acquisition, LLC, a Delaware limited liability company ("<u>Sonar</u>") and Gridskippr Inc., a Delaware corporation ("<u>Gridskippr</u>," and together with SocialRadar and Sonar, the "<u>Assignors</u>" and each individually, an "<u>Assignor</u>"), Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement by and among the Assignors and the Assignee, dated as of the date hereof (the "<u>Purchase Agreement</u>").

RECITALS

- A. Assignors have adopted the trademarks and domain names in the accompanying Schedule A (hereinafter the "Marks"), which Assignors have registered with the relevant authorities (hereinafter the "Registrations"); and
- B. Assignee wishes to acquire all right, title and interest in and to the Marks and the Registrations for the Marks, as well as the goodwill of the business symbolized and associated with the Marks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. In accordance with and subject to the terms and conditions of the Purchase Agreement, each Assignor hereby assigns, transfers, conveys, and delivers to Assignee all of its right, title, and interest in and to the Marks, including without limitation (i) the Registrations for the Marks; (ii) any and all goodwill of the business symbolized by the Marks; (iii) all renewals and extensions of registrations thereof that may be secured under the laws of any jurisdiction; and (iv) any and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present, and future infringement, dilution, misappropriation, or other violation thereof, and rights of priority and protection of interests therein under the laws of any jurisdiction.
- 2. At the request of Assignee, Assignors shall execute and deliver such documents or take such other actions as may be reasonably necessary to effectuate the purposes of this Agreement.
- 3. The parties hereto each acknowledge and agree that neither the representations and warranties nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this Agreement. To the extent there is any conflict between this Agreement and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

[Signature page follows.]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

SOCIALRADAR, INC. (Assignor)	MAPQUEST, INC. (Assignee)	
Midiael L. Chasen By:	By:	_
Name: Michael Chasen	Name:	_
Title: Chief Executive Officer	Title:	_
YELLOW SUBMARINE ACQUISITION, LLC (Assignor)		
Michael L. Chasen By:		
Name: Michael Chasen		
Title: Chief Executive Officer		
GRIDSKIPPR INC. (Assignor)		
Michael L. Chasen By:		
By:		
Name: Michael Chasen		

Title: President

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

SOCIALRADAR, INC. (Assignor)	MAPQUEST, INC. (Assignee)
By: Name: Title:	By: Name: Holyce He66 Groos Title: Vice President
YELLOW SUBMARINE ACQUISITION, LLC (Assignor)	
By:	
Name:	
Title:	
GRIDSKIPPR INC. (Assignor)	
Ву:	
Name:	
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SCHEDULE A

Trademark	Registration No.	Registration Date	Registered Name
SOCIALRADAR	U.S. Reg. No. 4635187	November 11, 2014	SocialRadar, Inc.
	U.S. Reg. No. 4432472	November 12, 2013	SocialRadar, Inc.
SONAR	U.S. Reg. No. 4081278	January 3, 2012	Sonar Media, Inc.

Domain Name	Creation Date	Expiration Date
SOCIALDISCOVERYSDK.COM	October 21, 2014	October 21, 2018
SOCIALIQSDK.COM	October 22, 2014	October 22, 2017
SOCIALNAVIGATORSDK.COM	October 22, 2014	October 22, 2017
SOCIALRADAR.CO	January 31, 2013	January 30, 2017
SOCIALRADAR.COM	May 31, 2005	May 31, 2018
SOCIALRADAR.INFO	January 28, 2014	January 1, 2017
SOCIALRADAR.ME	January 17, 2012	January 17, 2017
SOCIALRADARAPP.COM	October 22, 2014	October 22, 2019
SONAR.ME	October 14, 2010	October 14, 2016
SRAPP.CO	December 5, 2013	December 4, 2016
SRDR.CO	January 16, 2014	January 15, 2018
locationk.it	May 15, 2015	May 15, 2017
locationkit.io		May 12, 2017
mapback.io		July 13, 2017
nookie.io		July 13, 2017
placekit.io		December 15, 2016
rapids.io		April 10, 2017

TRADEMARK REEL: 005929 FRAME: 0617

RECORDED: 11/29/2016