

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409630

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Watchwith, Inc.		12/09/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMCAST CORPORATION		
<b>Street Address:</b>	1701 John F. Kennedy BLVD.		
<b>Internal Address:</b>	One Comcast Center		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103-2838		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4114175	WATCH WITH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2152863572		
<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>			
<b>Phone:</b>	2152868661		
<b>Email:</b>	maritsa_mihai@comcast.com		
<b>Correspondent Name:</b>	Maritsa Mihai		
<b>Address Line 1:</b>	1701 John F. Kennedy BLVD.		
<b>Address Line 2:</b>	One Comcast Center 50th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-2838		
<b>NAME OF SUBMITTER:</b>	Mindy Schwartz		
<b>SIGNATURE:</b>	/Mindy Schwartz/		
<b>DATE SIGNED:</b>	12/20/2016		
<b>Total Attachments: 5</b>			
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OP \$40.00 4114175



## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of 12:00:01 am EST on December 9, 2016 ("**Effective Time**"), is from WATCHWITH, INC., a Delaware corporation ("**Assignor**"), to COMCAST CORPORATION, a Pennsylvania corporation ("**Assignee**").

For good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. DEFINITIONS:

- a. "Affiliate" or "Affiliates" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such first Person as of the Effective Time or in the future. For such purpose "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or voting interests, by contract or otherwise.
  - b. "Assigned Trademarks" means the registered trademarks and applications for trademarks listed in the attached Schedule A.
  - c. "Person" means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including any governmental authority.
2. Assignor, on behalf of itself and its Affiliates, hereby sells, assigns and transfers to Assignee its entire worldwide right, title and interest in, to and under the Assigned Trademarks, together with all goodwill associated therewith, the same to be held and enjoyed by Assignee for Assignee's own use and enjoyment and the use and enjoyment of Assignee's successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of Assignor's entire right, title and interest therein, including, without limitation, all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, misappropriation or dilution of the rights assigned under this Assignment.
3. This Assignment is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors and assigns.
4. Assignor hereby requests the U.S. Commissioner of Patents and Trademarks and/or the applicable foreign authorities to record this Assignment.
5. It is understood that any finding of invalidity of one assignment as effected hereby shall not affect the assignment of other Assigned Trademarks.

6. All questions concerning the construction, validity and interpretation of this Assignment and the performance of the obligations imposed by this Assignment shall be governed by, and construed in accordance with, the law of the State of Delaware (and United States law, to the extent applicable), without regard to the conflicts of law rules of such state.
7. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment or the transactions contemplated hereby may be brought in the United States District Court for the District of Delaware or any other Delaware state court sitting in the county of New Castle, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.
8. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. Upon reasonable request by Assignee, and at Assignee's sole cost and expense, Assignor shall, and shall cause its Affiliates to, execute and deliver such additional documents, and take (or cause its Affiliates to take) other actions, as may be necessary or desirable to record or memorialize the assignments of the Assigned Trademarks set forth herein, and to vest in Assignee such right, title, and interest in, to and under the Assigned Trademarks as sold, assigned and transferred to Assignee hereunder.
10. No amendment, modification or waiver of any of the provisions of this Assignment shall be valid unless in writing and signed, in the case of an amendment or modification, by each of the parties hereto, or in the case of a waiver, by the party or parties, as the case may be, against whom the waiver is to be effective.
11. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Time.

WATCHWITH, INC.

By: Zane Vella  
Name: Zane Vella  
Title: CEO

COMCAST CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

**SIGNATURE PAGE TO TRADEMARK ASSIGNMENT**

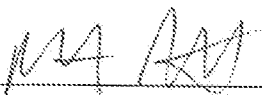
**TRADEMARK  
REEL: 005940 FRAME: 0422**

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Time.

WATCHWITH, INC.

By: \_\_\_\_\_  
Name:  
Title:

COMCAST CORPORATION

By:  \_\_\_\_\_  
Name: **Robert Estroff**  
Title: **Executive Vice President  
Global Corporate Development  
and Strategy**

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

**TRADEMARK**  
**REEL: 005940 FRAME: 0423**

**SCHEDULE A**

**ASSIGNED TRADEMARKS**

Registered Trademarks:

<b><u>Trademark</u></b>	<b><u>Registration No.</u></b>	<b><u>Country</u></b>	<b><u>Registration Date</u></b>
WATCH WITH	4,114,175	US	March 20, 2012