

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412878

<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>
Harte-Hanks, Inc.		12/31/2012	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Coda Media Corp.		
<b>Street Address:</b>	116 Adalia Avenue		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33606		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3884639	THE FLYER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129499190		
<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>	2129499022		
<b>Email:</b>	fterranella@lawabel.com		
<b>Correspondent Name:</b>	Lawrence E. Abelman		
<b>Address Line 1:</b>	666 3rd Avenue		
<b>Address Line 2:</b>	10th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>NAME OF SUBMITTER:</b>	Frank Terranella		
<b>SIGNATURE:</b>	/ft/		
<b>DATE SIGNED:</b>	01/19/2017		
<b>Total Attachments: 4</b>			
source=Harte-Hanks to Coda Media#page1.tif			
source=Harte-Hanks to Coda Media#page2.tif			
source=Harte-Hanks to Coda Media#page3.tif			
source=Harte-Hanks to Coda Media#page4.tif			

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "*Assignment*") is made as of the 31<sup>st</sup> of December, 2012, from Harte-Hanks, Inc., a Delaware corporation (the "*Assignor*"), to Coda Media Corp., a Florida corporation ("*Assignee*").

**WHEREAS**, Assignor, with its principal place of business at 9601 Mcallister Freeway # 610, San Antonio, Texas 78216, is the owner of the entire right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, set forth on Exhibit A hereto (collectively, the "*Trademarks*"), together with the business and goodwill associated with the Trademarks; and

**WHEREAS**, pursuant to the terms of that certain Asset Purchase Agreement, by and among, Assignee, Assignor and Harte-Hanks Flyer, Inc., a Delaware corporation, dated on or about the date hereof, Assignee, with a principal place of business at 116 Adalia Avenue, Tampa, Florida 33606, has agreed to acquire all the rights, title, and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, as the successor to the business of Assignors to which the Trademarks pertain.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill the business associated with the Trademarks and the trademark registrations and applications therefore as set forth on Exhibit A.
2. Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks listed on Exhibit A, and title thereto, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
4. This Agreement may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.

\* \* \* \*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

ASSIGNEE:

CODA MEDIA CORP.

By: 

Name: Richard D. Mandt

Title: Chairman of the Board

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

HARTE-HANKS, INC.

By: *Robert L.R. Munden*  
Name: *Robert L.R. Munden*  
Title: *Senior Vice President,  
General Counsel & Secretary*

STATE OF Texas )  
 ) ss.  
COUNTY OF Bexar )

I certify that I know or have satisfactory evidence that Robert L.R. Munden the person who appeared before me, and said person acknowledged that said person signed this instrument and on oath stated that said person was authorized to execute the instrument and acknowledged it to be said person's free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 12/20/12

*Faye Sowell*  
Notary Public

Faye Sowell  
[Printed Name]

My appointment expires 4-4-16

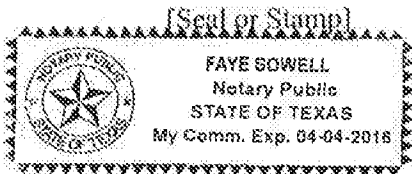


EXHIBIT A

COUNTRY STATUS	REFERENCE# CLASSES	FILED	APPL#	REGDT	REG#
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THE FLYER

UNITED STATES REGISTERED	9880-2 035	10/10/2006	77/017,666	12/7/2010	3,884,639
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035 - Advertising services, namely, providing advertising space in advertising publications in the nature of a shopper; Providing advertising space in online publications in the nature of an online shopper; and Distributing advertising publications in the nature of a shopper.

AUS:661329.1

RECORDED: 01/19/2017

TRADEMARK  
REEL: 005969 FRAME: 0213