

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Radiate Media Holding Company		12/05/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	United States Traffic Networks, LLC		
Street Address:	P.O. Box 442		
Internal Address:	252 School Street		
City:	Howard		
State/Country:	PENNSYLVANIA		
Postal Code:	16841		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4679604	TRUTRAFFIC	
Registration Number:	4442546	RADIATE 360	
CORRESPONDENCE DATA			
Fax Number:	2026637271		
<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:	2026637271		
Email:	thomas.brooke@hklaw.com, ptdocketing@hklaw.com		
Correspondent Name:	Thomas W. Brooke		
Address Line 1:	800 17th Street, NW, Suite 1100		
Address Line 4:	Washington, D.C. 20006		
NAME OF SUBMITTER:	Thomas W. Brooke		
SIGNATURE:	/Thomas W. Brooke/		
DATE SIGNED:	01/25/2017		
Total Attachments: 5			
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PATENT AND TRADEMARK ASSIGNMENT

This PATENT AND TRADEMARK ASSIGNMENT (this "Assignment") is made as of December 5, 2016 by RADIATE MEDIA HOLDING COMPANY, a Delaware corporation ("Parent") and RADIATE MEDIA LLC, a Delaware limited liability Company (the "Company") and UNITED STATES TRAFFIC NETWORK, LLC, a Delaware limited liability company ("Buyer"). Each of the Company and Parent is referred to herein as an "Assignor" and collectively as "Assignors."

WHEREAS, Assignee and Assignors and its affiliates have entered into a certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignors agreed to assign on closing to Assignee all of Assignors' right, title and interest in and to certain intellectual property, including but not limited to the patents and patent applications included in the Purchased Assets (as defined in the Purchase Agreement), including those listed on Exhibit A hereto, together with all continuations, continuations-in-part, divisionals, re-examinations, reissues, revisions, and extensions thereof (collectively, the "Assigned Patents");

WHEREAS, pursuant to the Purchase Agreement, the Assignors also agreed to assign on closing to Assignee all of the Assignors' right, title and interest in and to various trademarks, service marks, trade names, slogans, and trade dress, including but not limited to the marks included in the Purchased Assets (as defined in the Purchase Agreement), including those listed on Exhibit A hereto, together with all goodwill connected with the use thereof or symbolized thereby (hereinafter collectively the "Marks" and, together with the Assigned Patents, the "Assigned IP");

WHEREAS, Assignee wishes to acquire from Assignors, and Assignors wish to transfer to Assignee, all of Assignors' right, title and interest in and to the Assigned IP; and

WHEREAS, Assignee and Assignors are desirous of executing a document suitable for recordation with the applicable patent or trademark registries.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor does hereby sell, convey, transfer and assign to Assignee (1) all of such Assignor's right, title and interest in and to the Assigned Patents throughout the world, including: (a) all patents, pending patent applications and rights to file patent applications for the Assigned Patents; (b) all rights of priority and all extensions of patents and patent applications for the Assigned Patents; and (c) all rights to past, present or future claims or causes of action arising out of or related to any infringement, misappropriation or other violation thereof; and (d) all proceeds arising in connection with all of the foregoing; and (2) all of such Assignor's right, title and interest in and to the Marks, including (v) all common law rights in the Marks; (w) all registrations, pending applications for registration and rights to file applications for the Marks; (x) all rights of priority and all extensions of applications and registrations for the Marks; (y) all rights to past, present or future claims or causes of action arising out of or related to any infringement, dilution, misappropriation or other violation of the Marks; and (z) and all proceeds arising in connection with all of the foregoing.

SECTION 1. Further Assurances. Each Assignor agrees to execute and deliver (and to cause its employees, contractors and other representatives to execute and deliver) such documents as Assignee may reasonably request, and/or take any additional actions, that are necessary or desirable to more effectively convey, assign and transfer to Assignee the Assigned IP (or to more effectively record or evidence the same).

SECTION 2. Counterparts. This Assignment may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument, and which shall be the official and governing version in the interpretation of this Assignment. This Assignment may be executed by facsimile signatures or signatures by electronic transmission and such signatures shall be deemed to bind each of Assignee and Assignors as if they were original signatures.

SECTION 3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the Laws of the State of Delaware or any other jurisdiction that would call for the application of the substantive laws of any jurisdiction other than Delaware.

[Signature Pages Follow]

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

ASSIGNORS:

RADIATE MEDIA LLC

By: *Christopher Rothey*

Name: Christopher Rothey

Title: Chief Executive Officer

RADIATE MEDIA HOLDING COMPANY,

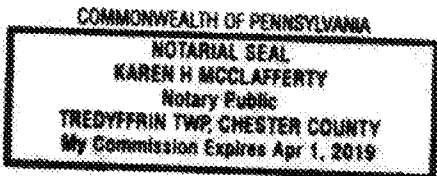
By: *Christopher Rothey*

Name: Christopher Rothey

Title: Chief Executive Officer

State/Province of)
Pennsylvania)
County/City of) SS
Chester)

On this 27 day of December, 2016, before me personally appeared Christopher Rothey, known to me, who being duly sworn, did depose and say that that the foregoing Assignment was made for the purposes and considerations so stated, and that he was authorized to act on behalf of Radiate Media LLC and Radiate Media Holding Company in entering into such Assignment.

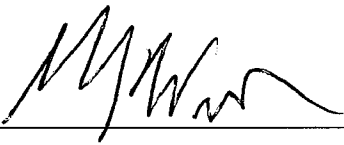


Karen H. McClafferty
Notary Public:
My commission expires: April 1, 2019

[Signature Page to Patent Assignment]

ACKNOWLEDGED BY:

UNITED STATES TRAFFIC NETWORK, LLC
as assignee

By: 

Name: Gary Woodrow

Title: EVP

Exhibit A

Patents

Description	Application Number	Publication Number	Application Date	Publication Date
PROGRAMMING AN ADVERTISING ENGINE	1421766	20140279064	03/17/2014	09/18/2014
INTEGRATING MEDIA ANALYTICS TO CONFIGURE AN ADVERTISING ENGINE	14272312	20140337120	05/07/2014	11/13/2014

Trademarks

Mark	Serial Number	Registration Number	Registration Date	Owner
RADIATE 360	85777872	4442546	12/3/2013	Radiate Media Holding Company
TRUTRAFFIC	86041851	4679604	1/27/2015	Radiate Media Holding Company