

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432091

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jebbert LLC		06/15/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Access Intelligence LLC		
Street Address:	9211 Corporate Boulevard, 4th Floor		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20850		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	87136568	AD EXCHANGER	
Serial Number:	87136600	AD EXCHANGER	
Registration Number:	4131539	TVEXCHANGER.COM	
Registration Number:	4121856	TVEXCHANGER.COM	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	trademark@proskauer.com		
Correspondent Name:	Andrew R. Santimays		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	16460-209		
NAME OF SUBMITTER:	Andrew R. Santimays		
SIGNATURE:	/Andrew R. Santimays/		
DATE SIGNED:	06/21/2017		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is entered into as of June 15, 2017 by and between Jebbert LLC d/b/a AdExchanger, a New York limited liability company ("Assignor"), and Access Intelligence LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor holds the entire right, title and interest in and to the trademark registrations and applications listed on the attached Trademark Schedule (collectively, the "Trademarks"); and

WHEREAS, Assignor, Assignee and John Ebbert have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the "APA"), pursuant to which Assignor agreed to sell to Assignee, and Assignee agreed to purchase from Assignor, substantially all of Assignor's assets relating to the Business (as defined in the APA), including all right, title and interest in the Trademarks.

NOW, THEREFORE, be it known by all whom it may concern, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor agrees to and hereby does transfer, set over, convey, assign and deliver to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's entire right, title and interest in and to the Trademarks including but not limited to all goodwill associated therewith, any and all registrations and applications relating thereto, and any renewals thereof, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present or future infringement, and in and to all rights corresponding to the foregoing throughout the world.

2. From time to time if necessary, each of the parties hereto shall execute and deliver all such further assignments or other instruments of conveyance and transfer as the other party may reasonably request for the purpose of giving effect to, or evidencing or giving notice of, the transactions contemplated by this Trademark Assignment.

3. Assignor authorizes the United States Patent and Trademark Office, and any other equivalent office around the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Trademarks.

4. This Trademark Assignment will be governed by and construed in accordance with the domestic laws of the State of Delaware.

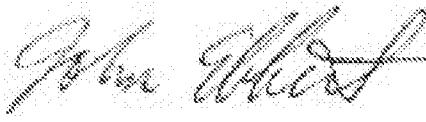
5. This Trademark Assignment may be executed in counterparts, all of which taken together shall constitute one agreement. For purposes of this Agreement, signatures delivered by facsimile or by email in the portable document format (PDF) or any other electronic format shall be accepted and binding as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

ASSIGNOR:

JEBBERT LLC D/B/A ADEXCHANGER

By: 

Name: John Ebbert

Title: Chief Executive Officer

ASSIGNEE:

ACCESS INTELLIGENCE LLC

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first written above.

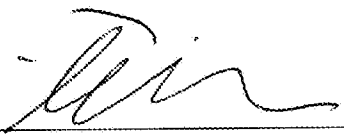
ASSIGNOR:

JEBBERT LLC D/B/A ADEXCHANGER

By: _____
Name:
Title:


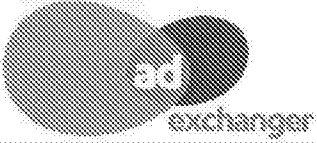
ASSIGNEE:

ACCESS INTELLIGENCE LLC

By:  _____
Name: Edwin Pinedo
Title: Executive Vice President and CFO

[Signature Page to Trademark Assignment]

Trademark Schedule

Trademark	Application/ Registration #	Filing/Registration Date
	87/136568	August 12, 2016
	87/136600	August 12, 2016
TVEXCHANGER.COM	4131539	April 24, 2012
TVEXCHANGER.COM	4121856	April 3, 2012