

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452369

<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>
PMX Agency Inc.		07/29/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PMX Agency LLC		
<b>Street Address:</b>	5 Hanover Square 6th floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3984517	ANGLERFISH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	slocke@dorflaw.com		
<b>Correspondent Name:</b>	Scott Locke		
<b>Address Line 1:</b>	555 Theodore Fremd Ave.		
<b>Address Line 4:</b>	Rye, NEW YORK 10580		
<b>NAME OF SUBMITTER:</b>	Scott D. Locke		
<b>SIGNATURE:</b>	/Scott D. Locke/		
<b>DATE SIGNED:</b>	11/28/2017		
<b>Total Attachments: 8</b>			
source=Assignment from INC to LLC - No. 4 - Capital Contribution Agreement#page1.tif			
source=Assignment from INC to LLC - No. 4 - Capital Contribution Agreement#page2.tif			
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## CAPITAL CONTRIBUTION AGREEMENT

**THIS CAPITAL CONTRIBUTION AGREEMENT** (the “**Agreement**”) is effective the 29th day of July, 2016 (the “**Effective Date**”), by and among PMX Agency Inc., a New York corporation (“**PMX Agency**”); **and**, PMX Agency LLC, a Delaware limited liability company (“**PMX Sub**”). PMX Agency and PMX Sub are sometimes referred to collectively herein as the “**Parties**”, and each individually as a “**Party**”.

### RECITALS

A. PMX Sub is a Delaware limited liability company formed on July 18, 2016 and treated as a disregarded entity for federal income tax purposes.

B. PMX Agency has agreed pursuant to that certain Unit Purchase Agreement (the “**UPA**”), dated as of July 22, 2016, by and among Pegasus X Holding LLC, a limited liability company existing under the laws of the State of Delaware, PMX Agency, PMX Sub, Christopher Paradysz, a natural person with a mailing address at P.O. Box 402, Mill Neck, New York 11765 (“**Paradysz**”), Michael Cousineau, a natural person residing at 4587 Medina Lake Drive, Medina, Minnesota 55340 (“**Cousineau**”) and PMX Agency as Sellers’ Representative (the “**PMX Agency’s Representative**”), to make a capital contribution to PMX Sub in the form of all right, title and interest of PMX Agency in and to the properties, assets and rights of every nature, kind and description, tangible and intangible, (including goodwill), whether real, personal or mixed, whether accrued, contingent or otherwise, whether or not reflected on the Financial Statements and whether now existing or hereafter arising, relating to, used or held for use in connection with the business carried out by PMX Agency (the “**Business**”) as of the Closing Date other than certain Excluded Assets as defined in the UPA (such assets other than the Excluded Assets are referred to herein as the “**Contributed Assets**”), in exchange for the issuance by PMX Sub of 7,750 Class A Common Units of limited liability company membership of PMX Sub (the “**Units**”) which constitute all of the issued, authorized and outstanding units of limited liability membership of PMX Sub. PMX Agency has also agreed to transfer and assign and PMX Sub has agreed to assume and to pay, honor and discharge when due all liabilities, obligations or commitments of any nature, whether known or unknown, absolute, accrued contingent or otherwise and whether due or to become due, relating to or arising out of the operation of the business and the ownership of the Contributed Assets other than certain Retained Liabilities as defined in the UPA.

C. The effectiveness of this Agreement is dependent upon PMX Agency making the contribution described above and pursuant to this Agreement.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### CONTRIBUTION

1.1 Effective Date and Effective Time. The Effective Date shall be the same date as the Closing Date under the UPA provided that the effective time of the contribution and assumption provided herein shall be immediately prior to Closing under and as defined in the UPA. Contribution by PMX Agency of the Contributed Assets shall take effect at and as of the Effective Date, and this Agreement incorporates by this reference all covenants and obligations of PMX Agency which imply or require performance after the Closing Date.

1.2 Defined Terms. Defined terms not otherwise defined in this Agreement and the Schedules referenced in this Agreement shall have the meaning given to such terms and such Schedules in the UPA.

1.3 Capital Contribution. PMX Agency hereby contributes, assigns, and transfers to PMX Sub all of its rights, title, and interest in and to, and obligations and duties regarding, each and every of the Contributed Assets. The Parties hereby agree that said contribution shall be treated as a "capital contribution," as that term is commonly defined in a business context and for purposes of Section 351 of the Internal Revenue Code of 1986, as amended from time to time (the "Code"). Without limiting the foregoing, the Contributed Assets shall include:

- A. all cash, cash equivalents, investments, securities and bank or other deposit accounts of PMX Agency;
- B. All notes receivable and all notes, bonds and other evidences of indebtedness of and rights to receive payment from any Person other than the Stockholder Loans;
- C. all accounts receivable of PMX Agency as of the close of business on the Closing Date due from any person other than an affiliate of PMX Agency to the extent relating to the operation or conduct of the Business, including the Premier Care Receivable and including all evidence of such indebtedness and rights of PMX Agency with respect to third-party collection procedures or any other proceedings relating to such accounts receivables, and all accounts receivable due from any affiliate of PMX Agency;
- D. all credits, prepaid expenses, deferred charges, advance payments, security deposits, and pre-paid items;
- E. any shares, units or ownership of capital stock or other equity of any person, other than PMX Sub;
- F. all unexpired leaseholds and subleaseholds in real property of PMX Agency currently used in the operation of the Business, including those leaseholds listed in Schedule 3.26 of the UPA (the "Contributed Real Property");
- G. all Business Intellectual Property listed in Schedule 3.15 other than the Marks associated with "Paradysz" and cognates of "Paradysz."**Error! Reference source not found.;**
- H. an exclusive, non-transferrable, royalty-free, perpetual, worldwide license to use the name Paradysz and all cognates thereof and any Marks associated therewith in the Business;
- I. all Permits issued to PMX Agency that are used or held for use in the operation or conduct of the Business to the extent such Permits are transferable (the "Contributed Permits");

- J. all (1) unexpired leases and subleases of personal property, licenses (including with respect to Intellectual Property), other commitments, purchase and sale orders, engagement letters or similar agreements, all other legally binding instruments and all Contracts to which PMX Agency is a party or by which PMX Agency is bound including but not limited to all Material Contracts that are listed in Schedule 3.17(a) and (2) all other Contracts to which PMX Agency is a party or by which PMX Agency is bound that are used or held for use in, or that arise out of, the operation or conduct of the Business but are not required to be listed on Schedule 3.17(a);
- K. PMX Agency's current and prospective client list, the Seller's Customer Contracts and the right to service such clients, and the Seller's rights under its open media commitments, purchase orders and other contracts and agreements, including but not limited to those described on Schedule 3.16(a);
- L. all computer equipment, copying machines, communications equipment, other office equipment, furniture, furnishings and other tangible personal property of PMX Agency, and motor vehicles, that are in each case (1) regularly used in connection with the Business, (2) located on the Contributed Real Property or (3) assigned to an Employee (the "**Contributed Equipment**"), including any Contributed Equipment purchased pursuant to any conditional sale or title retention agreement in favor of any other person;
- M. all bids, proposals and business opportunities of PMX Agency relating to or arising out of the Business;
- N. all claims, demands, actions, suits, choses in action and causes of action, whether class, individual or otherwise in nature, in law or in equity (collectively, "**Claims**") of PMX Agency to the extent relating to any Contributed Asset or any Assumed Liability, other than (A) any such items arising under PMX Agency's or its affiliates' insurance policies, and (B) all rights to assert Claims that PMX Agency, in any capacity, ever had, now has or may or shall have in the future, whether known or unknown, relating in any way to the purchase or procurement of any good, service or product for, or on behalf of, the Business at any time up until the Closing, along with any and all recoveries by settlement, judgment or otherwise in connection with any such Claims;
- O. all books of account, general, financial, accounting and personnel records, files, memoranda, correspondence, invoices, billing records, sales and promotional materials, photography, lay-outs, cut-outs, renderings, sketches and manuals in whatever form or medium that are used or held for use in, or that arise out of, the operation or conduct of the Business;
- P. all phone and facsimile numbers of the Business;
- Q. all of PMX Agency's goodwill and going concern value, including without limitation the goodwill in the names "PM Digital," and "PMX," and all cognates thereof;
- R. any assets relating to any Benefit Plan;
- S. any refunds or credits, claims for refunds or credits or rights to receive refunds or credits from any Taxing Authority with respect to Taxes paid or to be paid by PMX Agency or any of its affiliates;

- T. any records (including accounting records) related to Taxes paid or payable by PMX Agency or any of its affiliates and all financial and Tax records relating to the Business that form part of the general ledger of PMX Agency or any of its affiliates;
- U. all insurance policies relating to the Business, including without limitation all such listed on Schedule 3.19, any refunds paid or payable in connection with the cancellation or discontinuance of any such policies, and any Claims made under such policies; and
- V. all other assets, properties and rights of every kind and nature owned or held by PMX Agency, or in which PMX Agency has an interest, known or unknown, fixed, unfixe, choate or inchoate, accrued, absolute, contingent, or otherwise, whether or not specifically referred to in this Agreement ("**Other Assets**").

1.4 Excluded Assets. Notwithstanding the foregoing, PMX Agency shall not contribute to PMX Sub and PMX Agency shall retain the name Paradysz and cognates thereof and any Marks associated therewith subject 1.3.H. and 1.3.Q. above, and the Stockholder Loans.

1.5 Assumed Liabilities. Upon the terms and subject to the conditions of the UPA and of this Agreement and effective as of the Closing, PMX Sub shall assume and shall pay, perform and discharge when due, (x) any and all obligations, liabilities and commitments of PMX Agency of any nature, whether known or unknown, express or implied, primary or secondary, direct or indirect, liquidated, absolute, accrued, contingent or otherwise and whether due or to become due, arising out of, relating to or otherwise in respect of the Contributed Assets, the Business or the operation or conduct of the Business, and (y) without limiting the foregoing, each of the following obligations, liabilities and commitments of PMX Agency, in each case except as otherwise provided in the UPA or this Agreement ((x) and (y) collectively, the "**Assumed Liabilities**"):

- A. all obligations, liabilities and commitments of PMX Agency arising under the Contributed Contracts and the Contributed Permits;
- B. all obligations, liabilities and commitments of PMX Agency in respect of claims for refunds, allowances, cancellations, exchanges, returns and chargebacks with respect to the Business;
- C. all intercompany debts and obligations of PMX Agency to its affiliates; and
- D. all such other obligations, liabilities and commitments of PMX Agency (including accounts payable, deferred revenue and accrued liabilities) (A) included or reflected on the Financial Statements or (B) incurred by PMX Agency in the Ordinary Course of Business after the date of the Financial Statements and reflected on the balance sheet prepared in connection with the Net Working Capital Calculation, but excluding the Retained Liabilities.

1.6 Retained Liabilities. Notwithstanding the foregoing, PMX Agency shall retain and shall pay, perform and discharge as provided in the UPA the following obligations, liabilities and commitments ("**Retained Liabilities**"): the Rosano Junior Notes, the ICP Payouts, BTIG financial advisory services fee, certain transaction-related bonus obligations in the aggregate amount of \$325,000, and the 3.5% Severance.

1.7 Issuance of the Units. PMX Sub hereby accepts the Contributed Assets, and in consideration thereof, PMX Sub hereby agrees to immediately issue and delivery the Units to PMX Agency on the Effective Date, free and clear of any lien or encumbrance whatsoever.

1.8 Representations and Warranties of PMX Sub. PMX Sub hereby represents and warrants to PMX Agency as follows in regard to the Units, as of the Effective Date:

(a) PMX Sub has duly authorized the issuance of the Units upon the terms of this Agreement by all requisite corporate action.

(b) Upon issuance, the Units be duly authorized, legally and validly issued, fully paid and nonassessable, and free and clear of all liens, mortgages, pledges and other encumbrances of any nature.

(c) Upon issuance, the Units will not conflict with the Certificate of Incorporation or Bylaws of PMX Sub or with any outstanding warrant, option, call, preemptive right, or commitment of any type relating to PMX Sub's common stock.

(d) Upon issuance and delivery, the Units will represent one hundred percent (100%) of the total issued and outstanding shares of stock of PMX Sub as of the Effective Date.

1.9 Representations and Warranties of PMX Agency. PMX Agency hereby represents and warrants to PMX Sub as follows in regard to his contribution of the Contributed Assets and his receipt of the Units, as of the Effective Date:

(a) PMX Agency is familiar with the business and financial condition, properties, operations and prospects of PMX Sub.

(b) PMX Agency has been given the opportunity to request and obtain any information necessary to verify the accuracy of any and all information regarding PMX Sub, and it has been furnished all such information so requested.

## II ADDITIONAL PROVISIONS

2.1 Executed Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all Parties need not sign the same counterpart. In the event that any signature is delivered by fax or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. Each of the Parties hereby expressly forever waives any and all rights to raise the use of a fax machine or E-Mail to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a fax machine or E-Mail, as a defense to the formation of a contract.

2.2 Severability. Each and every provision of this Agreement is severable and independent of any other term or provision of this Agreement. If any term or provision hereof is held void or invalid for any reason by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement.

2.3 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York. Each of the parties to this Agreement irrevocably agrees that the state and federal courts located in New York County in the State of New York shall have exclusive jurisdiction to hear and decide any Legal Proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of the State of New York and the United States District Court for the Southern District of New York.

2.4 Additional Documentation. The Parties hereto agree to execute, acknowledge, and cause to be filed and recorded, if necessary, any and all documents, amendments notices, and certificates which may be necessary or convenient under the laws of the State of New York.

2.5 Recitals. The facts recited in the Article "Recitals," above, are hereby conclusively presumed to be true as between and affecting the Parties.

2.6 Best Efforts. The Parties shall use and exercise their best efforts, taking all reasonable, ordinary and necessary measures to ensure an orderly and smooth relationship under this Agreement, and further agree to work together and negotiate in good faith to resolve any differences or problems which may arise in the future.

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**IN WITNESS WHEREOF**, this CAPITAL CONTRIBUTION AGREEMENT has been duly executed by the Parties, and shall be effective as of and on the Effective Date set forth in first paragraph of this Agreement. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and (ii) it is duly authorized and empowered to execute and deliver this Agreement.

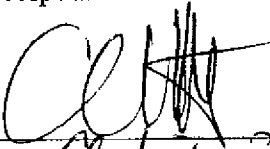
**PMX Sub:**

PMX Agency LLC,  
a Delaware limited liability company

By: PMX Agency, Inc.,  
its sole Member

**PMX Agency:**

PMX Agency, Inc. a New York  
corporation

By:   
NAME: Christopher Paralyk  
TITLE: Co-CEO

By: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

IN WITNESS WHEREOF, this CAPITAL CONTRIBUTION AGREEMENT has been duly executed by the Parties, and shall be effective as of and on the Effective Date set forth in first paragraph of this Agreement. Each of the undersigned Parties hereby represents and warrants that it (i) has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement, as well as all transactions contemplated hereunder; and (ii) it is duly authorized and empowered to execute and deliver this Agreement.

**PMX Sub:**

PMX Agency LLC,  
a Delaware limited liability company

By: PMX Agency, Inc.,  
its sole Member

By: Michael J. Cousineau  
NAME: Michael J. Cousineau  
TITLE: Co-CEO

**PMX Agency:**

PMX Agency, Inc. a New York  
corporation

By: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

[Signature Page to Capital Contribution Agreement]