

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470050

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SYPHERMEDIA INTERNATIONAL, INC.		02/19/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	INSIDE SECURE S.A.		
Street Address:	ARTEPARC BACHASSON BATIMENT A		
Internal Address:	RUE DE LA CARRIERE DE BACHASSON, CS 70025		
City:	MEYREUIL 13590		
State/Country:	FRANCE		
Postal Code:	13590		
Entity Type:	Société Anonyme (Sa): FRANCE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3413418	SST	
Registration Number:	3413417	SML	
Registration Number:	3413415	SMK	
CORRESPONDENCE DATA			
Fax Number:	3106418798		
<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:	(310) 641-87987		
Email:	rfieland@gates-cooper.com		
Correspondent Name:	GATES & COOPER LLP		
Address Line 1:	6701 CENTER DRIVE WEST		
Address Line 2:	SUITE 1050		
Address Line 4:	LOS ANGELES, CALIFORNIA 90045		
NAME OF SUBMITTER:	Jason S. Feldmar		
SIGNATURE:	/Jason S. Feldmar/		
DATE SIGNED:	04/16/2018		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of November 6, 2017, is made and entered into by and between Inside Secure S.A., a French société anonyme, ("Assignee") and SypherMedia International, Inc., a California corporation ("Assignor").

A. Assignor and Assignee, together with other parties, entered into that certain Asset Purchase Agreement, dated October 27, 2017 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase, among other things, the Trademarks owned by Assignor and used or held for use in, or necessary for the conduct of, the Business, including those set forth on Exhibit A hereto ("Acquired Trademarks").

B. Assignor is the owner of each of the Acquired Trademarks.

C. Assignor is desirous of assigning to Assignee all of Assignor's right, title, and interest in and to the Acquired Trademarks, and Assignee is desirous of acquiring all of Assignor's right, title, and interest in and to the Acquired Trademarks.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Upon the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Acquired Trademarks, together with the goodwill connected with the use of and symbolized by the Acquired Trademarks, including all rights conferred by the Acquired Trademarks provided by international conventions and treaties, all rights of renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith.

2. Further Assurances. (a) Assignor will timely execute and deliver any additional documents and perform such additional acts that may be necessary or desirable to assist Assignee (or its successors, assigns or legal representatives) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Acquired Trademarks. (b) If Assignee is unable for any reason to secure Assignor's signature to any document it is entitled to under Paragraph (a) hereof, Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor.

3. Due Authorization. Assignor hereby authorizes and requests the Office of the Commissioner for Trademarks of the United States and any other official of any applicable

Governmental Authority to issue any and all registrations from any and all applications for registration included in the Acquired Trademarks to and in the name of Assignee.


4. Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of California, without regard to principles of conflicts of law.

5. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or by electronic delivery in Adobe Portable Document Format or other electronic format based on common standards, including any electronic signature complying with the U.S. federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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Each party has caused this Assignment to be executed by its duly authorized representative.

SYPMEDIA INTERNATIONAL, INC.

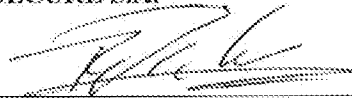
By: _____

Name: Dennis R. Flaharty

Title: President and Chief Executive Officer

Each party has caused this Assignment to be executed by its duly authorized representative.

INSIDE SECURE S.A.

By: 

Name: Richard Vacher Detournière

Title: General Manager and Chief Financial Officer

(Signature Page to Assignment of Trademarks)

Trademarks (all registered in the US only)

EXHIBIT A

Trademark	Class	Status	Registration Number	Section Numbers Applied For	File Date	Acceptance Date	Incontestable	In Force Until
Sypher Signature	42	Accepted	3,742,458	Sections 8 & 15	26-Jan-10	19-Mar-15	YES	19-Mar-25
SypherMedia	42	Accepted	3,267,592	Sections 8 & 15	9-Jul-13	23-Jul-13	YES	24-Jul-17
SypherMedia International	38	Accepted	3,264,735	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	17-Jul-17
SMI (Abbrev for name above)	38	Accepted	3,264,734	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	17-Jul-17
SypherMedia Kernel	21, 23, 26, 36 and 38	Accepted	3,751,659	Sections 8 & 15	23-Feb-10	19-Mar-15	YES	20-Mar-25
SMK (Abbrev for name above)	38	Accepted	3,413,415	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	15-Apr-18
SST (Abbrev for name above)	38	Accepted	3,413,418	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	15-Apr-18
SML (Abbrev for name above)	38	Accepted	3,413,417	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	15-Apr-18
SMP (Abbrev for name above)	38	Accepted	3,264,736	Sections 8 & 15	9-Jul-13	22-Jul-13	YES	17-Jul-17
SypherMedia GateKeyper	009, 042	Accepted	3,669,903	Sections 8 & 15	18-Aug-09	16-Sep-14	YES	16-Sep-24
SMG (Abbrev for name above)	21, 23, 26, 36 and 38	Accepted	3,742,225	Sections 8 & 15	26-Jan-10	19-Mar-15	YES	19-Mar-25
Secure On Line Distribution	21, 23, 26, 36 and 38	Amended 9/21/2015	Application # 86644166		28-May-15			
SOLD (Abbrev for name above)	21, 23, 26, 36 and 38	Accepted	4,880,887		28-May-15	05-Jan-16	Under Review	05-Jan-26
DecryptTV	42	Applied	87,609,130		14-Sep-17			