

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472901

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Oath Inc. | | 04/04/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Helios and Matheson Analytics, Inc. | | |
| Street Address: | 350 Fifth Avenue | | |
| Internal Address: | EMPIRE STATE BUILDING, SUITE 7520 | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10118 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1774751 | 222-FILM | |
| Registration Number: | 1643052 | 777-FILM | |
| Registration Number: | 1722601 | 777-FILM | |
| Registration Number: | 5206492 | CAN'T WAIT! | |
| Registration Number: | 3369778 | | |
| Registration Number: | 3925736 | MF | |
| Registration Number: | 2614876 | MOVIEFONE | |
| Registration Number: | 2609509 | MOVIEFONE | |
| Registration Number: | 2822672 | MOVIEFONE | |
| Registration Number: | 2337719 | MOVIEFONE.COM | |
| Registration Number: | 2250838 | MOVIEMAIL | |
| Registration Number: | 4737895 | TVFONE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3105860567 | | |
| <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: | 310.586.3867 | | |
| Email: | gtipmail@gtlaw.com | | |

CH \$315.00 1774751

Correspondent Name: Greenberg Traurig, LLP
Address Line 1: 1840 Century Park East
Address Line 2: Suite 1900
Address Line 4: Los Angeles, CALIFORNIA 90067-2121

ATTORNEY DOCKET NUMBER: 177591.011500

NAME OF SUBMITTER: Candice E. Kim

SIGNATURE: /Candice E. Kim/

DATE SIGNED: 05/07/2018

Total Attachments: 7

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and entered into as of April 4, 2018 (the "Effective Date") by and between Oath Inc., a corporation organized under the laws of Delaware ("Seller"), and Helios and Matheson Analytics Inc., a corporation organized under the laws of Delaware ("Buyer"). Seller and Buyer sometimes are referred to in this Agreement collectively as the "Parties" and individually as a "Party." Capitalized terms used in this Agreement but not otherwise defined in this Agreement will have the meanings set forth in the Asset Purchase Agreement.

RECITALS

A. Seller and Buyer have entered into the Asset Purchase Agreement dated as of April 4, 2018 ("Asset Purchase Agreement") and certain Transaction Documents pursuant to which Buyer is acquiring the Purchased Assets and assuming the Assumed Liabilities.

B. In connection with the transactions contemplated by the Asset Purchase Agreement, Seller and Buyer desire to have Seller assign to Buyer certain Trademarks as set forth on Exhibit A (the "Assigned Trademarks"), in accordance with the terms and conditions of this Agreement.

C. Buyer and Seller are entering into this Agreement contemporaneously with the execution and delivery of the Asset Purchase Agreement.

AGREEMENT

1. ASSIGNMENT OF ASSIGNED TRADEMARKS

In accordance with and subject to the terms and conditions set forth in the Asset Purchase Agreement, Seller hereby sells, transfers, assigns, conveys and delivers to Buyer all of its right, title and interest in, to and under the Assigned Trademarks (including, without limitation, the goodwill symbolized by the Assigned Trademarks, all associated common law rights, the right to sue for past, present or future infringement, misappropriation or violation of rights in, to or under the foregoing, any and all rights to royalties, profits, compensation, license fees or other payments or remuneration of any kind relating to the Assigned Trademarks, and any and all rights to obtain renewals and extensions of registrations or other legal protections pertaining to the Assigned Trademarks).

2. RECORDATION

Seller hereby authorizes and requests the Commissioner of Patents and Trademarks, or in the case of any trademark registrations or applications filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue

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trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to record Buyer as the owner of the Assigned Trademarks, and as assignee of Seller's entire right, title and interest in, to, and under the same. Buyer shall have the right to record this Agreement with all applicable governmental authorities and registrars so as to perfect or otherwise evidence its ownership of the Assigned Trademarks.

Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement. This Agreement may be executed by facsimile or electronic (.pdf) signature and a facsimile or electronic (.pdf) signature will constitute an original for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Closing Date.

OATH INC.

HELIOS AND MATHESON ANALYTICS INC.

By: *Marc Roszkowski*

By: _____

Name: *Marc Roszkowski*

Name: _____

Title: *EVP Head of Global Patent*

Title: _____

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Closing Date.

OATH INC.

HELIOS AND MATHESON ANALYTICS INC.

By: _____

By:  _____

Name: _____

Name: Ted Farnsworth

Title: _____

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A
ASSIGNED TRADEMARKS
[SEE ATTACHED]

| Application No. | Filing Date | Registration No. | Registration Date | Mark Name | Country | Owner |
|-----------------|-------------|------------------|-------------------|-----------|---------|-------|
|-----------------|-------------|------------------|-------------------|-----------|---------|-------|

| | | | | | | |
|-----------|------------|---------|------------|---------|---------------|-----------|
| 74/147421 | 03/13/1991 | 1774751 | 06/01/1993 | 222-FLM | United States | Dath Inc. |
|-----------|------------|---------|------------|---------|---------------|-----------|

| Application No. | Filing Date | Registration No. | Registration Date | Mark Name | Country | Owner |
|-----------------|-------------|------------------|-------------------|----------------------------------------------|---------------|-----------|
| 74/014102 | 12/22/1989 | 1643053 | 04/30/1991 | 777-FILM | United States | Oath Inc. |
| 74/172595 | 05/31/1991 | 1722601 | 10/06/1992 | 777-FILM | United States | Oath Inc. |
| 87/181593 | 09/23/2016 | 5206492 | 05/16/2017 | CAN'T WAIT! | United States | Oath Inc. |
| 76/316851 | 09/25/2001 | 3369778 | 01/15/2008 | HELLO AND WELCOME TO MOVIEPHONE (sound mark) | United States | Oath Inc. |
| 85/136400 | 09/23/2010 | 3935736 | 03/01/2011 | MF | United States | Oath Inc. |
| 76/275020 | 06/23/2001 | 2614876 | 09/03/2002 | MOVIEPHONE | United States | Oath Inc. |
| 76/280579 | 06/21/2001 | 2609589 | 08/20/2002 | MOVIEPHONE | United States | Oath Inc. |
| 76/498234 | 03/17/2003 | 2822672 | 03/16/2004 | MOVIEPHONE & Design | United States | Oath Inc. |
| 75/570774 | 10/15/1998 | 2337719 | 04/04/2000 | MOVIEPHONE.COM | United States | Oath Inc. |
| 75/310853 | 06/18/1997 | 2250838 | 06/08/1999 | MOVIEMAIL | United States | Oath Inc. |
| 86/303114 | 06/06/2014 | 4737895 | 03/19/2015 | TVPONE | United States | Oath Inc. |