

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489499

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIDEOLOGY, INC.		08/21/2018	Corporation: DELAWARE
LUCIDMEDIA NETWORKS, INC.		08/21/2018	Corporation: DELAWARE
COLLIDER MEDIA, INC.		08/21/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AMOBEE, INC.		
Street Address:	10201 Wateridge Circle #400		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4112567	VIDEOLOGY	
Registration Number:	4229450		
CORRESPONDENCE DATA			
Fax Number:	3102283953		
<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:	3102283700		
Email:	rwalsh@smrh.com		
Correspondent Name:	Jill M. Pietrini, Esq.		
Address Line 1:	1901 Avenue of the Stars, Suite 1600		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	22YK-208352		
NAME OF SUBMITTER:	Jill M. Pietrini		
SIGNATURE:	/Jill M. Pietrini/		
DATE SIGNED:	09/11/2018		
Total Attachments: 11			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** ("**IP Assignment**"), dated as of August 21, 2018, by and between **VIDEOLOGY, INC.**, a Delaware Corporation, **LUCIDMEDIA NETWORKS, INC.**, a Delaware Corporation and **COLLIDER MEDIA, INC.**, a Delaware Corporation, (collectively, the "**Sellers**" and each a "**Seller**"), **AMOBEE, INC.**, a Delaware corporation ("**Purchaser**"), the purchaser of certain assets of the Sellers pursuant to an Asset Purchase Agreement between Purchaser and the Sellers, dated as of May 4, 2018, as amended by First Amendment to Asset Purchase Agreement, dated July 17, 2018, and as further amended by the Second Amendment to Asset Purchase Agreement, dated August 21, 2018 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers has conveyed, transferred, and assigned to Purchaser, among other assets, all Purchased Intellectual Property (as defined in the Asset Purchase Agreement) of the Sellers, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers hereby irrevocably convey, transfer, and assign to Purchaser, and Purchaser hereby accepts, all of Sellers' right, title, and interest in and to the following (the "**Assigned IP**"):

(a) all patents and patent applications of the Sellers, including those patent and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "**Patents**");

(b) all trademark registrations and applications of the Sellers, including those trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, each Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. Nothing in this IP Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

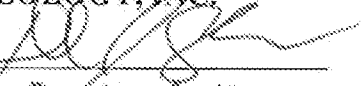
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).


[signature page follows]

IN WITNESS WHEREOF, the Sellers have duly executed and delivered this IP Assignment as of the date first above written.


VIDEOLOGY, INC.

By: 
Name: Daniel J. Smith
Title: Secretary
Address for Notices:

LUCIDMEDIA NETWORKS, INC.

By: 
Name: Daniel J. Smith
Title: Secretary
Address for Notices:

COLLIDER MEDIA, INC.

By: 
Name: Daniel J. Smith
Title: Secretary
Address for Notices:

AGREED TO AND ACCEPTED:

AMOBEE, INC.

By _____
Name: Sambamurthy Natarajan
Title: Director

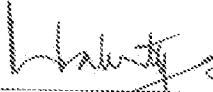
By _____
Name: Jeann Low
Title: Director
Address for Notices:

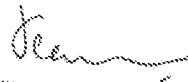
SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

IN WITNESS WHEREOF, the Sellers have duly executed and delivered this IP Assignment as of the date first above written.

AGREED TO AND ACCEPTED:

AMOBEE, INC.

By 
Name: Sambamurthy Natarajan
Title: Director

By 
Name: Jeann Low
Title: Director

Address for Notices:

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

Jurisdiction	Patent Number	Title	Application Number	Issue Date	Filing Date	Owner
United States	5963965	TEXT PROCESSING AND RETRIEVAL SYSTEM AND METHOD	08/801,970	10/5/1999	2/18/1997	Lucidmedia Networks, Inc
United States	6424982	SYSTEM AND METHOD FOR PARSING A DOCUMENT USING ONE OR MORE BREAK CHARACTERS	09/288,994	7/23/2002	4/9/1999	Lucidmedia Networks, Inc.
United States	6665681	SYSTEM AND METHOD FOR GENERATING A TAXONOMY FROM A PLURALITY OF DOCUMENTS	09/289,174	12/16/2003	4/9/1999	Lucidmedia Networks, Inc.
United States	7113954	SYSTEM AND METHOD FOR GENERATING A TAXONOMY FROM A PLURALITY OF DOCUMENTS	10/704,138	9/26/2006	11/10/2003	Lucidmedia Networks, Inc.
United States	7167830	MULTIMODAL INFORMATION SERVICES	09/800,509	8/26/2008	3/8/2001	Lucidmedia Networks, Inc.
United States	7418086	MULTIMODAL INFORMATION SERVICES	11/494,835	1/4/2007	7/28/2006	Lucidmedia, Inc.
United States	8327265	SYSTEM AND METHOD FOR PARSING A DOCUMENT	09/687,612	12/4/2012	10/11/2000	Lucidmedia, Inc.
United States	9191509	MULTI-SOURCE PROFILE COMPILATION FOR DELIVERING TARGETED CONTENT	12/617,645	11/17/2015	11/12/2009	Collider Media, Inc.
United States	9525898	METHOD AND SYSTEM FOR ASSESSING VIEWING QUALITY OF MEDIA OBJECTS	14/586,015	12/20/2016	12/30/2014	Videology, Inc.
United States	9607027	MULTI-SOURCE COMPILATION PROFILES	14/942,574	3/28/2017	11/16/2015	Collider

		FOR TARGETED CONTENT SOURCING				Media, Inc.
United States	9628835	METHOD AND SYSTEM FOR ASSESSING VIEWING QUALITY OF MEDIA OBJECTS	15/062,535	4/18/2017	3/7/2016	Videology, Inc.
United States	9749669	METHOD AND SYSTEM FOR ASSESSING VIEWING QUALITY OF MEDIA OBJECTS	15/062,462	8/29/2017	3/7/2016	Videology, Inc.
United States	9819980	METHOD AND SYSTEM FOR ASSESSING VIEWING QUALITY OF MEDIA OBJECTS	15/062,869	11/14/2017	3/7/2016	Videology, Inc.
United States	9846890	MULTI-SOURCE COMPILATION PROFILES FOR TARGETED CONTENT SOURCING	15/470,795	12/19/2017	3/27/2017	Collider Media, Inc.
United States	Pending	METHOD AND SYSTEM FOR ADVERTISEMENT CONVERSION MEASUREMENT BASED ON ASSOCIATED DISCRETE USER ACTIVITIES	14/289,564	Pending	5/28/2014	Videology, Inc.
United States	Pending	MULTI-SOURCE COMPILATION PROFILES FOR TARGETED CONTENT SOURCING	15/802,187	Pending	11/2/2017	Collider Media, Inc.
United States	Pending	METHOD AND SYSTEM FOR RECOMMENDING TARGETED TELEVISION PROGRAMS BASED ON ONLINE BEHAVIOR	14/289,571	Pending	5/28/2014	Videology, Inc.
United States	Pending	METHOD AND SYSTEM FOR TARGETED ADVERTISING BASED ON ASSOCIATED ONLINE AND OFFLINE USER BEHAVIORS	14/289,550	Pending	5/28/2014	Videology, Inc.
United States	Pending	METHOD AND SYSTEM FOR ASSOCIATING DISCRETE USER	14/289,559	Pending	5/28/2014	Videology, Inc.

		ACTIVITIES ON MOBILE DEVICES				
United States	Pending	LIST-BASED ADVERTISEMENT SERVING	15/264,759	Pending	9/14/2016	Videology, Inc.
United States	Pending	METHOD AND SYSTEM FOR ONLINE ADVERTISING BASED ON DYNAMIC ADVERTISEMENT PLACEMENT	14/576,287	Pending	12/19/2014	Videology, Inc.
United States	Pending	METHOD AND SYSTEM FOR OPTIMIZED CONTENT ITEM ALLOCATION	15/889,614	Pending	2/6/2018	Videology, Inc.
United States	Pending	METHOD AND SYSTEM FOR GENERATING AUDIENCE CLUSTERS	15/889,739	Pending	2/6/2018	Videology, Inc.
United States	Pending	METHOD AND SYSTEM FOR FORECASTING PERFORMANCE OF AUDIENCE CLUSTERS	15/889,785	Pending	2/6/2018	Videology, Inc.
United States	Pending	METHOD AND SYSTEM FOR PERSISTENT ACCOUNT GENERATION AND PROFILING	15/889,808	Pending	2/6/2018	Videology, Inc.
United States	Pending	METHOD AND SYSTEM FOR FORECASTING PERFORMANCE	15/889,847	Pending	2/6/2018	Videology, Inc.
United States	N/A	LIST-BASED ADVERTISEMENT SERVING	13/336,081	Abandoned	12/23/2011	Videology, Inc.
Canada	2281645	SYSTEM AND METHOD FOR SEMIOTICALLY PROCESSING TEXT	2281645	1/9/2007	2/18/1998	Lucidmedia Networks, Inc.
Canada	2366485	SYSTEM AND METHOD FOR PARSING A DOCUMENT	2366485	12/13/2011	4/6/2000	Lucidmedia Networks, Inc.
Canada	2366545	SYSTEM AND METHOD FOR GENERATING A TAXONOMY FROM A PLURALITY OF	2366545	12/20/2005	4/6/2000	Lucidmedia Networks, Inc.



		DOCUMENTS				
Canada	2634918	ANALYZING CONTENT TO DETERMINE CONTEXT AND SERVING RELEVANT CONTENT BASED ON THE CONTEXT	2634918	2/25/2014	12/22/2006	Lucidmedia Networks, Inc.
Canada	2833359	ANALYZING CONTENT TO DETERMINE CONTEXT AND SERVING RELEVANT CONTENT BASED ON THE CONTEXT	2833359	7/7/2015	12/22/2006	Lucidmedia Networks, Inc.
Canada	N/A	ANALYZING CONTENT TO DETERMINE CONTEXT AND SERVING RELEVANT CONTENT BASED ON THE CONTEXT	2833358	Abandoned	12/22/2006	Lucidmedia Networks, Inc.
Canada	Pending	METHOD AND SYSTEM FOR RECOMMENDING TARGETED TELEVISION PROGRAMS BASED ON ONLINE BEHAVIOR	2950162	Pending	5/26/2015	Videology, Inc.
China	CN101385025	SYSTEM AND METHOD FOR PARSING A DOCUMENT	200680053223 8	6/18/2014	12/22/2006	Lucidmedia Networks, Inc.
EU	EP1214643	SYSTEM AND METHOD FOR PARSING A DOCUMENT	EP2000923179	11/24/2010	4/6/2000	Lucidmedia Networks, Inc.
EU	EP960376	TEXT PROCESSING AND RETRIEVAL SYSTEM AND METHOD	EP1998907481	5/3/2006	2/18/1998	Lucidmedia Networks, Inc.
EU	N/A	SYSTEM AND METHOD FOR GENERATING A TAXONOMY FROM A PLURALITY OF DOCUMENTS	EP2000921957	Abandoned	4/6/2000	Lucidmedia Networks, Inc.
EU	N/A	ANALYZING CONTENT TO DETERMINE CONTEXT AND SERVING RELEVANT CONTENT BASED ON THE CONTEXT	EP2006848804	Abandoned	12/22/2006	Lucidmedia Networks, Inc.

EU	N/A	LIST-BASED ADVERTISEMENT SERVING	EP2012860353	Abandoned	12/19/2012	Videology, Inc.
EU	Pending	METHOD AND SYSTEM FOR RECOMMENDING TARGETED TELEVISION PROGRAMS BASED ON ONLINE BEHAVIOR	EP2015799024	Pending	5/26/2015	Videology, Inc.
Germany	69834386	TEXTVERARBEITUNGSVER FAHREN UND RÜCKHOLSYSTEM UND VERFAHREN	69834386	6/8/2006	2/18/1998	Lucidmedia Networks, Inc.
Hong Kong	1047802	SYSTEM AND METHOD FOR PARSING A DOCUMENT	2109225.6	5/20/2011	12/19/2002	Lucidmedia Networks, Inc.
PCT	N/A	METHOD AND SYSTEM FOR ONLINE ADVERTISING BASED ON DYNAMIC ADVERTISEMENT PLACEMENT	WO2015US53 918	N/A	10/5/2015	Videology, Inc.
PCT	N/A	METHOD AND SYSTEM FOR RECOMMENDING TARGETED TELEVISION PROGRAMS BASED ON ONLINE BEHAVIOR	WO2015US32 387	N/A	5/26/2015	Videology, Inc.
PCT	N/A	METHOD AND SYSTEM FOR ADVERTISEMENT CONVERSION MEASUREMENT BASED ON ASSOCIATED DISCRETE USER ACTIVITIES	WO2015US32 427	N/A	5/26/2015	Videology, Inc.
PCT	N/A	METHOD AND SYSTEM FOR ASSOCIATING DISCRETE USER ACTIVITIES ON MOBILE DEVICES	WO2015US32 401	N/A	5/26/2015	Videology, Inc.
PCT	N/A	METHOD AND SYSTEM FOR TARGETED ADVERTISING BASED ON ASSOCIATED ONLINE AND OFFLINE USER BEHAVIORS	WO2015US32 392	N/A	5/26/2015	Videology, Inc.

Singapore	N/A	LIST-BASED ADVERTISEMENT SERVING	SG2014110003 494	Abandoned	12/19/2012	Videology, Inc.
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SCHEDULE 2

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Jurisdiction	Owner of Record	Registration Number	Registration Date
VIDEOLOGY (word mark)	United States	Videology, Inc	4,112,567	03/13/2012
 (Design mark/VID logo)	United States	Videology, Inc	4,229,450	10/23/2012
VIDEOLOGY (word mark)	European Union	Videology, Inc	009693078	07/05/2011
 (Design mark/VID logo)	European Union	Videology, Inc	011142411	08/27/2012