

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488610

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Adelphic, Inc.		02/02/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Project Apollo LLC		
<b>Street Address:</b>	4 Park Plaza, Suite 1500		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4351169	ADELPHIC	
<b>Registration Number:</b>	4351170	AUDIENCECUBE	
<b>Registration Number:</b>	4299498	PREDICTIVE DATA PLATFORM	
<b>Serial Number:</b>	87085948	BEHAVIOR GRAPH	
<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>	nkryzhan@honigman.com		
<b>Correspondent Name:</b>	Honigman Miller Schwartz and Cohn LLP		
<b>Address Line 1:</b>	39400 Woodward Avenue, Suite 101		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304-5151		
<b>ATTORNEY DOCKET NUMBER:</b>	233180-410560		
<b>NAME OF SUBMITTER:</b>	Nicole Kryzhan		
<b>SIGNATURE:</b>	/nicole kryzhan/		
<b>DATE SIGNED:</b>	09/04/2018		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of February 2, 2017 and effective as of the closing of the merger contemplated by the Merger Agreement, is made by Adelphic, Inc. (“**Seller**”), a Delaware corporation, in favor of Project Apollo LLC (“**Buyer**”), a Delaware limited liability company, the purchaser of all of the assets of Seller pursuant to an Asset Purchase Agreement among Buyer and Seller, dated as of February 2, 2017 and effective as of the closing of the merger contemplated by the Merger Agreement (the “**Asset Purchase Agreement**”). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, all intellectual property of Seller, 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 hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably grants, delivers, conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller’s right, title and interest in and to all intellectual property of Seller, including, without limitation, the following (collectively the “**Assigned IP**”):

(a) all patents, patent applications, patentable designs and inventions, reissues, reexaminations, continuations, provisionals, revivals, parents, continuations-in-part, divisionals, registrations, requests for continuing examination, and extensions of such patents and patent applications, patents or patent applications (i) to which any and all of the foregoing directly or indirectly claim priority to and/or (ii) for which any or all of the foregoing directly or indirectly form a basis for priority, all related cases (whether pending, issued, abandoned or filed before, on or after the date hereof) and foreign counterparts to any or all of the foregoing, including, without limitation, international patents or applications, utility models, design patents, certificates of invention, all Convention and Treaty Rights of all kinds and equivalent rights worldwide, and the inventions, discoveries and improvements described or claimed in any or all of the foregoing (collectively, the “**Patents**”);

(b) all confidential information, formulas, designs, devices, technology, know-how, research and development, inventions, methods, processes, software, data, compositions and other trade secrets, whether or not patentable ;

(c) all trademarks, service marks, trade names, social media handles and user names, brand names, logos, trade dress and other proprietary indicia of goods and services, whether registered or unregistered, and all registrations and applications for registration of the foregoing, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications and the goodwill connected with the use of and symbolized by any of the foregoing (collectively, the “**Trademarks**”);

(d) all copyrights and copyrightable material and any registrations and copyright applications relating thereto and any issuances, renewals and extensions thereof, including, without limitation, all rights in and to all works based upon, derived from, or incorporating the underlying work (collectively, the “**Copyrights**”);

(e) all rights of any kind whatsoever in any internet domain names whether or not trademarks, registered in any top-level domain by any authorized private registrar or governmental authority (collectively, the “**Domain Names**”);

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

(g) 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

(h) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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.

2. Recordation and Further Actions.

(a) Seller hereby authorizes and requests the competent authorities including the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this IP Assignment upon request by Buyer.

(b) Following the date hereof, upon Buyer’s request, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer 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 Buyer, or any assignee or successor thereto.

3. Limited Power of Attorney. Seller hereby appoints Buyer as the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of Seller to do all such acts and things in relation to the matters set forth in Section 2(a) of this IP Assignment as Buyer shall reasonably deem desirable. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. 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.

5. 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 to be 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.

6. 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 permitted assigns.

7. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this IP Assignment as of the date first above written.

**SELLER: ADELPHIC, INC.**

By: *Susana D'Emic*  
Name: **Susana D'Emic**  
Title: **President & Treasurer**

Address for Notices:

Adelphic, Inc.  
c/o Time Inc.  
225 Liberty Street  
New York, New York 10281  
Email: [sue.d'emic@timeinc.com](mailto:sue.d'emic@timeinc.com)  
Attention: Chief Financial Officer, with a copy to General Counsel  
([lauren.klein@timeinc.com](mailto:lauren.klein@timeinc.com))

State of New York  
County of New York

On this 2<sup>nd</sup> day of February, 2017, before me, the undersigned notary public, personally appeared Susana D'Emic, proved to me through satisfactory evidence of identification, which was a NY State Driver License, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

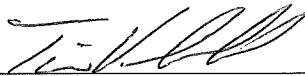
*Thomas J. Schopper*  
Notary Public  
My commission expires April 6, 2018

THOMAS J. SCHOPPER  
Notary Public, State of New York  
No. 01SC6015108  
Qualified in New York County  
Commission Expires April 6, 2018

IN WITNESS WHEREOF, I, Monique Roth, hereby declare  
(Printed Name of Witness)  
that I was personally present and did see Susana D'Emic duly sign and execute the assignment.

*Monique Roth* Date: 2/2/2017

**BUYER: PROJECT APOLLO LLC**

By:   
Name: **Tim Vanderhook**  
Title: **Vice President**

Address for Notices:

c/o Viant Technology LLC  
4 Park Plaza  
Suite 1500  
Irvine, CA 92614  
Email: [cmagill@viantinc.com](mailto:cmagill@viantinc.com)  
Attention: Chris Magill, Esq.