

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492589

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RMG Networks, Inc.		09/04/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RMG Networks Holding Corporation		
Street Address:	15301 Dallas Parkway		
Internal Address:	Suite 500		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4222205	RMG	
Registration Number:	4482421	CHALKBOXTV	
Registration Number:	4685251	RMG	
CORRESPONDENCE DATA			
Fax Number:	2146614899		
<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:	214-953-6500		
Email:	daltmdept@bakerbotts.com		
Correspondent Name:	Baker Botts L.L.P.		
Address Line 1:	2001 Ross Avenue		
Address Line 2:	Suite 900		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	076328.0179		
NAME OF SUBMITTER:	Laura K. Johnson		
SIGNATURE:	/Laura K. Johnson/		
DATE SIGNED:	10/03/2018		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (hereinafter “**Assignment**”) is made and entered into effective as of the last date of the signatures below (the “**Effective Date**”), by and between RMG Networks, Inc., a Delaware corporation with an address of 15301 Dallas Parkway, Suite 500, Addison, Texas 75001 (“**Assignor**”), and RMG Networks Holding Corporation, a Delaware corporation with an address of 15301 Dallas Parkway, Suite 500, Addison, Texas 75001 (“**Assignee**”).

WHEREAS, Assignor is the owner of all rights, title and interest in and to the names, marks, trademarks, service marks, trade names, logo(s), and/or designs set forth in the attached “**Exhibit A**”, the trademark applications and registrations therefore identified in Exhibit A, in connection with the various goods/services set forth in such applications and registrations and as used at common law, together with the goodwill of the business symbolized thereby (hereinafter, collectively the “**Marks**”); and

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the Marks, including, any and all goodwill of the business associated therewith; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks, including, any and all goodwill of the business associated therewith from Assignor; and

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and confirmed, Assignor and Assignee hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, grants, sets over, and conveys to Assignee, its successors and assigns, without reservation of any rights, title or interest, Assignor’s entire worldwide and universal rights, title and interest in and to the Marks, including, but not limited to, the registrations and applications therefor which are identified in Exhibit A attached hereto, together with the goodwill of the business symbolized by such Marks, the same to be held and enjoyed by Assignee, for its own use and enjoyment, and for the use and enjoyment of any of Assignee’s successors, assigns, subsidiaries, or other legal representatives, as the same would have been held and enjoyed by Assignor if this Assignment had not been made, including, but not limited to, all common-law rights of Assignor in and/or to the Marks, and Assignor’s right to sue for all claims, demands and/or causes for action, both at law and in equity, that Assignor may have on account of any infringement, claim of unfair competition, likelihood of confusion or dilution of the Marks or any other claim or cause of action related to the Marks prior to and following the effective date of this Assignment. Assignor further assigns to Assignee the right to sue and recover damages and/or profits for claims of past, present and/or future infringement, unfair competition, dilution, or any other violation or unlawful act relating to the Marks, if any.

2. Assignor shall provide any further assistance necessary to effect the assignment of all rights, title and interest in and to the Marks to Assignee, including, but not limited to, the execution of any further documents and instruments, and take such other actions as may be necessary or reasonably requested by Assignee to document the aforesaid assignment and transfer

to Assignee or to enable Assignee to secure, register, maintain, enforce and otherwise fully protect its rights in and to the Marks, all without any further consideration.

3. Each party hereby represents that its undersigned representative is authorized and legally competent to execute this Assignment as a binding and enforceable agreement. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. A facsimile, .pdf or digital signature shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives, where applicable, as of the Effective Date.

ASSIGNOR:

RMG NETWORKS, INC.

By: _____
DocuSigned by:
Jana Bell
Name: Jana A. Bell
Title: CFO

Date: September 4, 2018

ASSIGNEE:

RMG NETWORKS HOLDING CORPORATION

By: _____
DocuSigned by:
Robert Michelson
Name: Robert Michelson
Title: President & CEO

Date: September 4, 2018

EXHIBIT A**TRADEMARKS**

Mark	Registration Number	Filing/ Registration Date	Goods/Services
RMG	4222205	July 23, 2009/ October 9, 2012	Class 42 - Providing temporary use of online non-downloadable computer software for displaying advertisements
CHALKBOXTV	4482421	January 11, 2013/ February 11, 2014	Class 9 – Media products for branding and place-based advertising, namely, a media player using a local area network to download then deliver messages displayed on television screens in public or private environments, namely, for public urban display, fitness club display, lobby display, and bar and restaurant display Class 42 - Providing temporary use of online non-downloadable computer software for displaying advertisements
RMG	4685251	January 24, 2013/ February 10, 2015	Class 9 - G & S: Digital video, touch, projection, computer, flat panel display screens for displaying branding and place-based advertisements in public and out-of-home environments, namely, for public urban display, in-flight display, fitness club display, lobby display, and bar and restaurant display; software for use branding and place-based advertising