

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501188

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Codigo, LLC		12/01/2018	Limited Liability Company: KENTUCKY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPECTRIO LLC		
<b>Street Address:</b>	4033 Tampa Road, Suite 103		
<b>City:</b>	Oldsmar		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34677		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4446270	CODIGO	
<b>Registration Number:</b>	3197167	CODIGO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9413663999		
<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>Phone:</b>	941-364-2738		
<b>Email:</b>	dcherry@slk-law.com		
<b>Correspondent Name:</b>	Douglas A. Cherry, Esq.		
<b>Address Line 1:</b>	240 SOUTH PINEAPPLE AVENUE		
<b>Address Line 4:</b>	SARASOTA, FLORIDA 34236		
<b>ATTORNEY DOCKET NUMBER:</b>	A00118-137050		
<b>NAME OF SUBMITTER:</b>	Douglas A. Cherry		
<b>SIGNATURE:</b>	/doug cherry/		
<b>DATE SIGNED:</b>	12/07/2018		
<b>Total Attachments: 9</b>			
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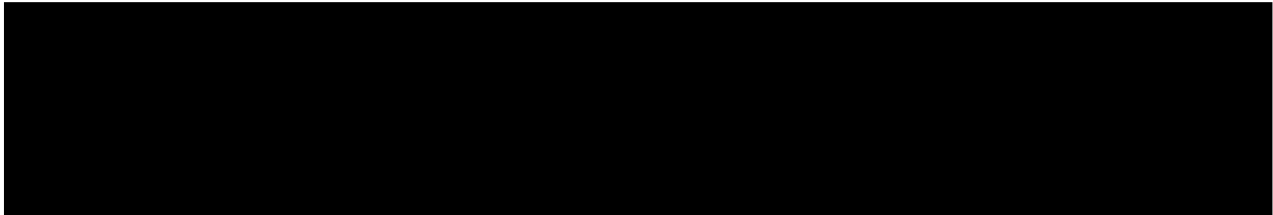
CH \$65.00 4446270

source=SLK\_SAR-#480799-v1-5\_\_Assignment\_of\_Intellectual\_Property\_-\_Spectrio\_\_Codigo\_APA\_(FULLY\_EXECUTED)  
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source=SLK\_SAR-#480799-v1-5\_\_Assignment\_of\_Intellectual\_Property\_-\_Spectrio\_\_Codigo\_APA\_(FULLY\_EXECUTED)

**INTELLECTUAL PROPERTY ASSIGNMENT**

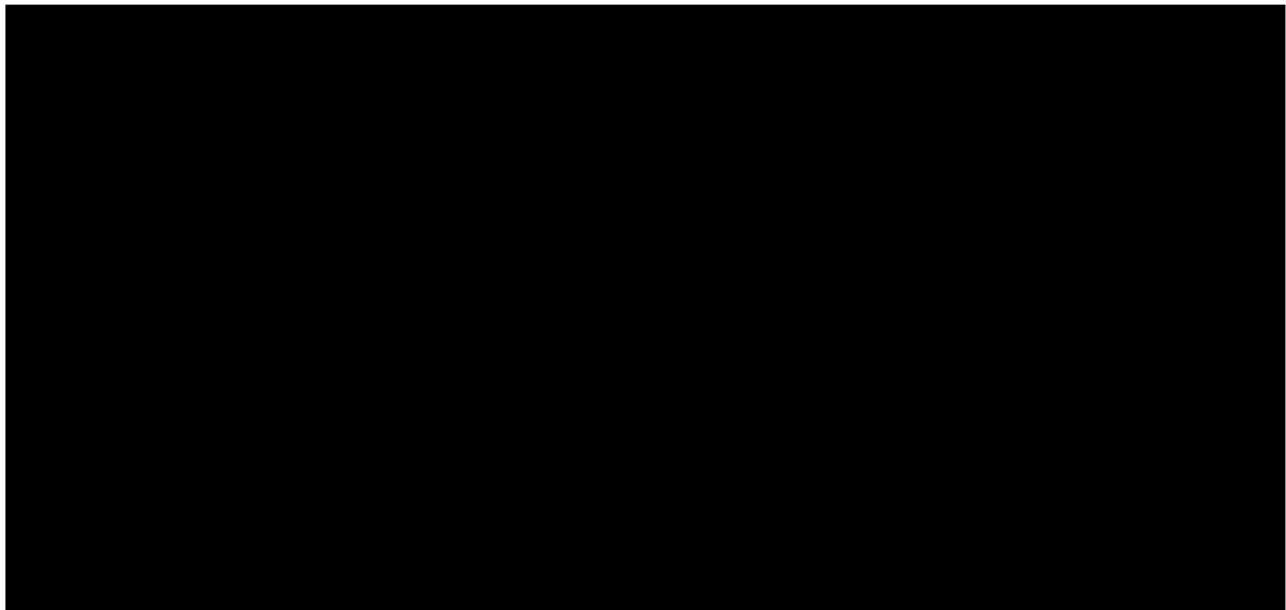
**THIS INTELLECTUAL PROPERTY ASSIGNMENT** (“Intellectual Property Assignment”) is made and entered into effective as of December 1, 2018 by and between **Codigo, LLC**, a Kentucky limited liability company (“Assignor”), and **Spectrio LLC**, a Delaware limited liability company (“Assignee”).

**BACKGROUND RECITALS**



2. Pursuant to the terms of the Purchase Agreement, Assignor has agreed to transfer and assign all of Assignor’s rights and interests in the Intellectual Property Assets (as defined in the Purchase Agreement) to Assignee.

3. Assignor individually owns, or may claim to own or have an interest in, the trademarks and services marks (the “Marks”), applications, registrations and other intellectual property (the “Property”) as described in Appendix A, attached hereto and incorporated by reference herein, together with the goodwill of the business symbolized in connection with the products or services on which the Marks are used (the “Products”). Other than the Retained Assets, Assignor represents that Assignor individually owns no further trademarks, service marks, trade names, collective marks, certification marks, slogans or logos other than those identified in, or referenced by, this recital.



THEREFORE, in consideration of the promises mutually exchanged herein and other good and valuable consideration, Assignor and Assignee agree as follows:

## **AGREEMENT**

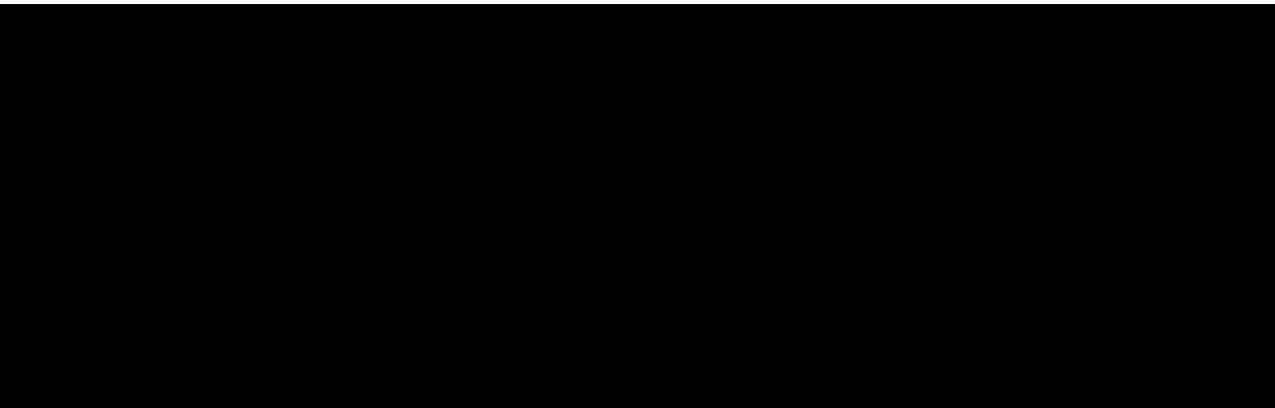
1. **ACKNOWLEDGMENT.** Assignor acknowledges, represents and warrants that the foregoing recitals are true and correct to the best of its knowledge, information and belief.

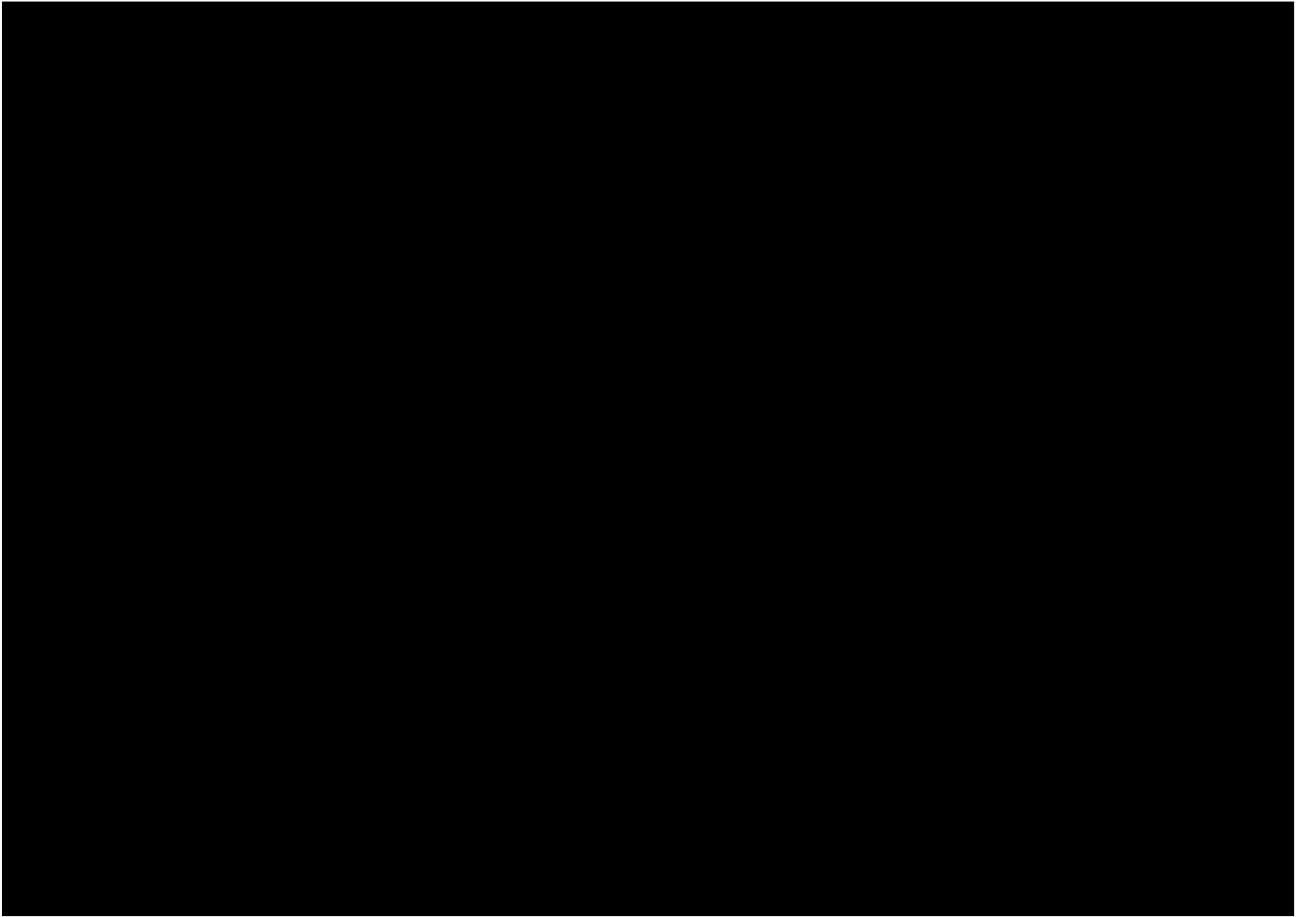
2. **TRADEMARKS.**

a. Assignor assigns to Assignee, its successors and assigns, all of Assignor's rights, title and interest of whatever kind in and to all the Marks and Property together with (1) the goodwill of the business relating to the Products upon which the Marks are used; (2) all income, royalties, and damages hereafter due or payable to Assignor with respect to the Marks, including without limitation, damages and payments for past or future infringements and misappropriations of the Marks; and (3) all rights to sue for past, present and future infringements or misappropriations of the Marks.

b. Assignor agrees to completely cease and desist, or otherwise discontinue, from any and all use, in any form, of the Marks and Property, or substantially similar variations thereof, within five (5) days of the Effective Date. Further, Assignor shall not represent or imply that Assignor is certified by, sponsored by, or otherwise affiliated with Assignee. Assignor will cease using such Marks and take steps promptly to change any corporate or company names, signs, stationery, websites and other places where such names are portrayed. Assignor also agrees for itself and for its successors and assigns to not use the Marks in any company or other entity name or market under that name, to own, to be employed by, to manage, or to be an officer or director of any company which uses such name.

c. Assignor shall not, directly or indirectly, in any way formally challenge, attack, oppose, cancel, attempt to block, or denigrate Assignee's, or Assignee's successors or assigns, use, validity, ownership, license or registration of the Marks or Property, nor will Assignor, directly or indirectly, assist or encourage others to do so. Assignor shall not do or cause to be done any act or thing inconsistent with Assignee's ownership of the Marks or Property.





6. **MISCELLANEOUS.** The geographic scope of this Intellectual Property Assignment is worldwide. This Intellectual Property Assignment is executed as part of the transaction related to Purchase Agreement which has been executed by the parties thereto. This Intellectual Property Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede or limit any provision of the Purchase Agreement.

7. **SEVERABILITY.** If any provision or portion of any provision of this Intellectual Property Assignment is held to be invalid or unenforceable, all other provisions or portions of any provisions shall nevertheless continue in full force and effect.

8. **COUNTERPARTS; JOINTLY DRAFTED.** This Intellectual Property Assignment may be executed in counterparts, and as so executed, shall constitute one agreement binding on all the Parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart. This Intellectual Property Assignment shall be deemed to have been negotiated and drafted at the joint request, direction, and instruction of each of the Parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favor to any Party.

9. **SIGNATURES.** Signatures transmitted by facsimile or email shall be deemed an original.

10. **EXHIBITS.** Any exhibits or addenda attached to this Intellectual Property Assignment are incorporated herein by reference, and if not actually attached, so long as they have been signed or initialed by the Parties.

11. **MODIFICATION.** No modification, waiver, amendment, discharge, or change of this Intellectual Property Assignment shall be valid unless the same is in writing and signed by the Party against which the enforcement of such modification, waiver, amendment, discharge, or change is sought.

12. **FULL AUTHORITY.** Any individual signing this Intellectual Property Assignment on behalf of a Party or Assignor represents and warrants that he or she has full authority to do so. No party to this Agreement has actually or purportedly assigned or transferred to any person not a party to this Intellectual Property Assignment any rights assigned in this Intellectual Property Assignment.

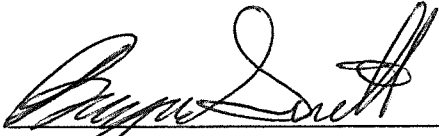
13. **BINDING EFFECT.** Each and every covenant and agreement contained herein shall inure to the benefit of, and be binding upon, the agents, independent contractors, joint venturers, servants, parents, subsidiaries, affiliates, employees, officers, directors, representatives, attorneys, assigns and successors in interest of the Parties.

14. **GOVERNING LAW.** This Intellectual Property Assignment shall be governed by and construed in accordance with the domestic laws of 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

**Signatures on Following Page**

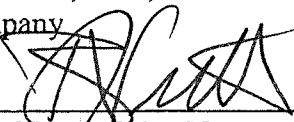
In witness whereof, the parties have executed this Intellectual Property Assignment as of the date first above written.

**WITNESSES:**

  
\_\_\_\_\_  
Bryan Smith  
\_\_\_\_\_

**ASSIGNOR:**

CODIGO, LLC, a Kentucky limited liability company

  
By: \_\_\_\_\_  
Print Name: Brian Nutt  
Print Title: Manager/CEO

**ASSIGNEE:**

SPECTRIO LLC, a Delaware limited liability company

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Print Name: Aaron Kleinhandler  
Print Title: President

*[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]*

In witness whereof, the parties have executed this Intellectual Property Assignment as of the date first above written.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

*As m alpha*  
*ML*  
\_\_\_\_\_

**ASSIGNOR:**

CODIGO, LLC, a Kentucky limited liability company

By: \_\_\_\_\_  
Print Name: Brian Nutt  
Print Title: Manager/CEO

**ASSIGNEE:**

SPECTRIO LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Print Name: Aaron Kleinhandler  
Print Title: President

*[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]*



## APPENDIX A TRADEMARKS

1. USPTO: "CODIGO" Word Mark; Reg. No. 4,446,270; Registered Dec. 10, 2013 (See below).

# CODIGO

**Word Mark** CODIGO  
**Translations** The English translation of "CODIGO" in the mark is "CODE".  
**Goods and Services** IC 028, US 021 023 026 036 038, G & S: Software applications for producing and distributing audio, video, text, graphics, still images, moving pictures, music, animations, and other forms of media content to digital signs, kiosks, and other devices primarily in commercial and retail environments; telecommunications software for message on hold audio playback into telephones, cell phones, mobile phones, and telephone systems. FIRST USE: 20060701, FIRST USE IN COMMERCE: 20060701  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 85748572  
**Filing Date** October 8, 2012  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** September 24, 2013  
**Registration Number** 4446270  
**Registration Date** December 10, 2013  
**Owner** (REGISTRANT) Codigo, LLC LIMITED LIABILITY COMPANY KENTUCKY Suite 400 1201 Story Avenue Louisville KENTUCKY 40206  
**Attorney of Record** Monica L. Dias  
**Prior Registrations** 3197167  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Live/Dead Indicator** LIVE

2. USPTO: "CODIGO" Word Mark; Reg. No. 3,197,167; Registered Jan. 9, 2007 (See below).

# CODIGO

**Word Mark** CODIGO  
**Translations** The English translation of the word "codigo" in the mark is "code".  
**Goods and Services** IC 028, US 021 023 026 036 038, G & S: Software Program For Producing and Distributing Digital Signage Applications. FIRST USE: 20050701, FIRST USE IN COMMERCE: 20050701  
**Standard Characters Claimed**  
**Mark Drawing Code** (4) STANDARD CHARACTER MARK  
**Serial Number** 75623937  
**Filing Date** June 2, 2005  
**Current Basis** 1A  
**Original Filing Basis** 1B  
**Published for Opposition** February 21, 2006  
**Registration Number** 3197167  
**Registration Date** January 9, 2007  
**Owner** (REGISTRANT) Captive Indoor Media, LLC LIMITED LIABILITY COMPANY KENTUCKY 130 Fairfax Avenue Louisville KENTUCKY 40297  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** Monica L. Dias  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Abandon Text** SECT 15, SECT 8 (6-YR), SECTION 8(10-YR) 20170306  
**Renewal** 1ST RENEWAL 20170306  
**Live/Dead Indicator** LIVE

**Unregistered Mark (Canada):**

Codigo, LLC has been granted an extension of time for filing the declaration of use in connection with the “CODIGO” trademark in Canada. The date by which the Declaration of Use must be filed has been extended to April 5, 2019.

**APPENDIX B  
DOMAIN NAMES**

**captiveindoormedia  
.com**  
Renews on 1/8/2019

**captiveindoormedia  
.net**  
Renews on 4/20/2020

**gocodigo.com**  
Renews on 2/26/2019

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**gocodigo.net**  
Renews on 1/27/2019