TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM549049

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Telenav, Inc.		08/15/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	inMarket Media, LLC
Street Address:	10549 Jefferson Blvd.
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90232
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4611351	GEOCOOKIE
Registration Number:	4219242	THINKNEAR

CORRESPONDENCE DATA

Fax Number: 3128966289

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.

Phone: 3122012975
Email: Dave.VanDerLaan@lockelord.com
Correspondent Name: David T. Van Der Laan
Address Line 1:   P.O. Box 1470
Address Line 2:   Church Street Station
Address Line 4:   New York, NEW YORK 10008-1470

ATTORNEY DOCKET NUMBER:	1487594.4006
NAME OF SUBMITTER:	Ingrid Scheckel
SIGNATURE:	/Ingrid Scheckel/
DATE SIGNED:	11/12/2019

Total Attachments: 9
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Assignment"), made this 15th day of August, 2019, is by and between Thinknear, Inc., a Delaware corporation ("Assignor"), Telenav, Inc., a Delaware corporation ("Seller"), and inMarket Media, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor, Assignee and Seller are parties to that certain Asset Purchase Agreement, dated as of August 8, 2019 (as amended, modified or supplemented from time to time, the "Purchase Agreement"), providing, subject to the terms and conditions set forth therein, for the sale, transfer, assignment, conveyance and delivery by Assignor and Seller to Assignee of all of Assignor's and Seller's right, title and interest in and to certain assets of Assignor and Seller as set forth in the Purchase Agreement, including the Business Intellectual Property (as such term is defined in the Purchase Agreement);

WHEREAS, the Business Intellectual Property includes the trademarks, domain names and other Business Intellectual Property identified on the attached Schedules A-1, A-2 and A-3; and

WHEREAS, in accordance with the Purchase Agreement, Assignee desires to acquire the Business Intellectual Property from Assignor and Seller.

NOW, THEREFORE, for good and valuable consideration provided for in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor and Seller hereby irrevocably convey, transfer and assign to Assignee, its successors and assigns, all of Assignor's and Seller's respective worldwide right, title and interest in and to the following Business Intellectual Property (as such term is defined in the Purchase Agreement) identified on the attached Schedules A-1, A-2 and A-3 ("Assigned Intellectual Property"), effective as of the Closing (as such term is defined in the Purchase Agreement), the Assigned Intellectual Property, including:

(a) all (i) trademarks, service marks, trade names, brand names, logos, trade dress and other proprietary indicia of goods and services of the Assignor and Seller set forth on Attached Schedule A-1, whether registered, unregistered or arising by any applicable law of any jurisdiction throughout the world and all registrations and applications for registration of such trademarks, including intent-to-use trademark applications (subject to the limitations provided in Section (b) below), (ii) issuances, extensions and renewals of such registrations and applications, and (iii) the goodwill of the business symbolized by the foregoing;

(b) with respect to United States intent-to-use trademark applications, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Assignor's and Seller's respective business, or respective portion(s) of the business to which such trademarks pertain, and that business is ongoing and existing, or the transfer of such applications shall not be effective until the expiration of any period during which the assignment thereof would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such

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applications;

(c) registrations of the internet domain names set forth on Schedule A-2 hereto, whether or not incorporating Assignor's and Seller's trademarks, registered to Assignor or Seller in any generic top-level domain by any authorized private registrar or governmental authority, together with the goodwill of the business symbolized thereby; and

(d) any and all royalties, fees, income, payments and other proceeds that are due or payable as of Closing with respect to any of the Assigned Intellectual Property;

(e) all rights of any kind whatsoever of Assignor or Seller that have accrued prior to Closing under any of the Assigned Intellectual Property under any applicable law of any jurisdiction throughout the world; and

(f) all of Assignor's and Seller's rights (i) in and to any and all claims and causes of action and enforcement rights associated with the foregoing Assigned Intellectual Property accrued prior to the Effective Date, including, without limitation, all rights to pursue and claims for damages, restitution and injunctive relief and other legal and equitable remedies for past infringement, dilution, misappropriation, violation, misuse, breach, default or other violation of the Assigned Intellectual Property with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. and (ii) to apply in any or all countries of the world for trademark and copyright protection for the Assigned Intellectual Property.

Assignor and Seller each authorize the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Assignment upon request by Assignee. Assignor and Seller shall execute any and all documents and take all other further actions as reasonably requested by Assignee to effectuate the transfer of the Assigned Intellectual Property. Without limiting the foregoing, Assignor and Seller shall cooperate with Assignee and with Assignee's reasonable instructions in order to effectuate the transfer of Assignor's and Seller's domain name registrations set forth on Schedule A-2 hereto in a timely manner, including by corresponding with any relevant domain name registry operator or its accredited registrars to authorize the transfer of the domain name registrations and executing any documentation required by such operators or registrars. From time to time after the Closing, at Assignee's reasonable request, Assignor and Seller will execute and deliver such other instruments of sale, transfer, conveyance, and assignment, and provide such materials and information and take such other actions as Assignee may reasonably deem necessary or desirable in order to more effectively transfer, convey and assign to Assignee all of the Assigned Intellectual Property and neither Assignor nor Seller shall not enter into any agreement in conflict with this Assignment.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

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This Assignment shall bind and inure to Assignee, Assignor and Seller and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same. A signed copy of this 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 Assignment.

This Assignment shall be exclusively interpreted and governed by the laws of the State of Delaware, without regard to its conflict of law provisions.

The parties acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made as a further statement of the rights and obligations of Assignor, Seller and Assignee with respect to the Assigned Intellectual Property. The parties acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 a conflict between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall take precedence.

[signature pages follow]

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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first set forth above.
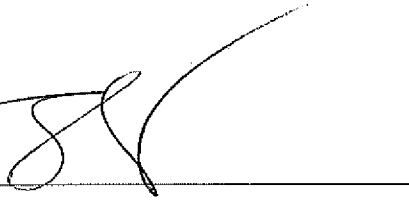
ASSIGNOR:

THINKNEAR, INC.

By: _____
Name: HP Jin
Title: Chief Executive Officer

SELLER:

TELENAV, INC.

By: _____
Name: HP Jin
Title: Chief Executive Officer

ASSIGNEE:

INMARKET MEDIA, LLC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first set forth above.

ASSIGNOR:

THINKNEAR, INC.

By: _____
Name:
Title:

SELLER:

TELENAV, INC.

By: _____
    Name:
    Title:

ASSIGNEE:

INMARKET MEDIA, LLC.

By: _____
    Name: Todd Dipaola
    Title: CEO

SCHEDULE A-1

Business Intellectual Property

Registered Trademarks:

Word Mark	Filing Date	Ser. No.	Reg. No.	Registration Date
GeoCookie	December 6, 2013	86/137,037	4,611,351	September 23, 2014
Thinknear	August 31, 2011	85/412,119	4,219,242	October 2, 2012

Unregistered Trademarks:

Word Mark
GeoBehavioral
Location Index™
Location Score™
Situational Targeting™
Thinknear GeoVideo™
ThinkPolitical™

SCHEDULE A-2

Business Intellectual Property

Domain Names:
thinknear.biz
thinknear.ca
thinknear.cc
thinknear.co
thinknear.com
thinknear.in
thinknear.info
thinknear.me
thinknear.mobi
thinknear.net
thinknear.tv
thinknear.us
thinknearhub.com
tknr.me
traconv.com
tndevdomain.com
logpostback.com
locationscore.com
locationscoretag.com
locationscoretags.com

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<u>SCHEDULE A-3</u>

<u>Business Intellectual Property</u>

<u>Other Business Intellectual Property:</u>

The Business Intellectual Property shall include all Intellectual Property Rights owned by the Company or Seller which are exclusively related to the following business products (descriptions of which are set forth below):

Ventura
- The main U.I. and domain data holder for the DSP.
- Allows campaign managers to set up and update advertising campaigns.
- Includes the Admin U.I. for inputting user and campaign information.
- Formats raw reports into excel files, pushes domain data to s3, and pushes data to Malibu and Upstream to be formatted correctly for the bidder.

Malibu
- Main function is to control spend for the Bidder application.
- Also passes domain data through in the right format both for the bidder Venice and the Tiles Service to help with location targeting.
- Mainly functions as an API.

Venice
- Responsible for responding to SSP partners, recording advertising events (impressions, clicks, conversions), as well as collecting and distributing domain data into caches.
- Communication into Venice is through the data distributor (Malibu pushes here) or directly into Aerospike (Tiles Service and Upstream)

Geolink
- Mostly a pass-through service used to encapsulate the self-serve front end.
- All domain data passes through to Ventura back-end.
- Geolink is comprised of two components: a front end component named Zuma (which serves the React app), and a backend component named Solana (which has the external facing API's).

Tiles Service
- Ingests raw location targeting data from S3 (written by Malibu) and turns that into tiles associated with the campaigns.
- Malibu deposits raw location targeting data (latitude/longitude radius), and the Tiles Service turns it into tiles.

Upstream
- Service that ingests and aggregates user profiles information.
- Has the ability to ingest groups of advertising ids which represent a segment.
- Manages retention time per segment and distributing that data to the Venice service for targeting.

Reporting
- A scheduling and data processing service to make use of all raw advertising data.

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- Collects data from S3 that is deposited by Venice or various other external services and transforms them into data for other services and puts data back into Redshift for BI purposes.