

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM562802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metromedia Company		12/31/2019	Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Metromedia Technologies, Inc.		
Street Address:	810 Seventh Avenue		
Internal Address:	29th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2321009	MMT	
Registration Number:	1681551	METROMEDIA TECHNOLOGIES	
CORRESPONDENCE DATA			
Fax Number:	3034021601		
<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:	303-402-1600		
Email:	docketing@bhgrlaw.com		
Correspondent Name:	David S. Kerr		
Address Line 1:	1712 Pearl St.		
Address Line 4:	Boulder, COLORADO 80302		
NAME OF SUBMITTER:	David S. Kerr		
SIGNATURE:	/David S. Kerr/		
DATE SIGNED:	02/19/2020		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is entered into as of December 31, 2019 (the "Effective Date") by and between Metromedia Company, a Delaware partnership ("Assignor"), and Metromedia Technologies, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to certain intellectual property used in connection with the business of Assignee (the "Assigned IP"), including, but not limited to, the following:

- (1) The trademark registrations and applications listed on Schedule A attached hereto, and all issuances, extensions, and renewals thereof, together with all of the goodwill associated with the foregoing (the "Trademarks");
- (2) The patents and patent applications listed on Schedule B attached hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Patents"); and
- (3) And all other intellectual property whether registered or unregistered; and

WHEREAS, Assignor has agreed to transfer all of its right, title and interest in and to the Assigned IP to the Assignee.

NOW THEREFORE, for good and valuable consideration of the payment of US \$10 by the Assignee, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignor hereby conveys, transfers, and assigns to Assignee, its successors and permitted assigns, all right, title and interest in and to the Assigned IP, and all subsidiary rights in and to the Assigned IP, including: (i) all trademarks, service marks, logos, slogans, designs, patents, inventions, copyrights (including source code and other software code), author's rights, and other intellectual property rights embodied in and/or associated with the Assigned IP, including any enhancements, arrangements of and modifications to the Assigned IP, and the goodwill of the business associated therewith; (ii) the right to prepare, modify, reproduce, distribute, sell, license, or transfer the Assigned IP, any compilations including the Assigned IP, and derivative works based on the Assigned IP, including but not limited to, any and all original works of authorship fixed in any tangible medium (whether it be print, paper, electronic, digital, computer-generated, machine-readable, embodied on or within physical products, or otherwise) based on the Assigned IP; (iii) all licenses and interests of every kind and nature; (iv) all intellectual property registrations and applications relating to the Assigned IP, and all renewals and extensions thereof, and the right to secure registrations for the Assigned IP not already registered; (v) the right to assign or license the Assigned IP; (vi) all incomes, proceeds, royalties, license fees, and other payments now or hereafter derived from exploitation of the Assigned IP; and (vii) all rights to claims, causes of action or remedies related thereto, all

causes of action heretofore accrued in the Assignor's favor for past, present, and future infringement of the Assigned IP, and the right to sue for past and future damages and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors and assigns.

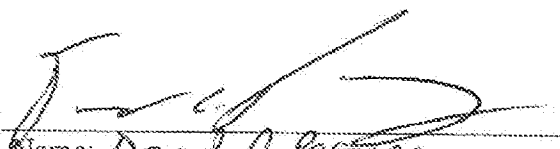
2. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Agreement or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
3. Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Assigned IP in Assignee or which may be necessary to obtain, renew, issue or enforce the Assigned IP.
4. The Assignor represents and warrants that: (a) the Assignor has not sold, licensed or otherwise granted any rights in or to the Assigned IP to any third party; (b) there are no liens, security interests or other encumbrances on or against the Assigned IP; (c) the Assignor has all authority necessary to enter into this Agreement; and (d) execution of this Agreement and the performance of the Assignor's obligations hereunder shall not violate or conflict with any other agreement to which the Assignor is a party.
5. This Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Agreement 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. Any litigation against any party to this Agreement arising out of or in any way relating to this Agreement shall be brought in any federal or state court located in the State of Delaware in New Castle County and each of the parties hereby submits to the exclusive jurisdiction of such courts for the purpose of any such litigation; provided, that a final judgment in any such litigation may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
6. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.
7. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

* * *

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by the Parties as of the Effective Date as set forth above.

Assignor
METROMEDIA COMPANY

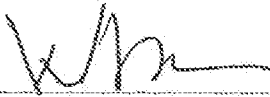
By:


Name: David A. Kersting
Title: Senior Vice President

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
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Assignee
METROMEDIA TECHNOLOGIES, INC.

By: 
Name: William Ishida
Title: President

[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 006867 FRAME: 0385

SCHEDULE A

TRADEMARK	COUNTRY	REG. NO.
MMT	USA	2321009
METROMEDIA TECHNOLOGIES	USA	1681551
METROMEDIA TECHNOLOGIES	STATE - PUERTO RICO	PRX 46026
MMT	STATE - PUERTO RICO	PRX 46027
METROMEDIA TECHNOLOGIES	MALAYSIA	96014491
METROMEDIA TECHNOLOGIES	MALAYSIA	96014479
METROMEDIA TECHNOLOGIES	VENEZUELA	S011077
MMT	CANADA	TMA539018

TRADEMARK	COUNTRY	REG. NO.
MMT	VENEZUELA	S011078
MMTI	VENEZUELA	S011079

SCHEDULE B

PATENT	COUNTRY	REG. NO.
COMPOSITE STRUCTURE USEFUL AS, OR AS A PART OF, A BILLBOARD SYSTEM	USA	PENDING APPLICATION 16/266,652 (Claims priority to Provisional Application No. 62/634,453 filed on February 23, 2018)

TRADEMARK

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RECORDED: 02/19/2020