

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CONVERSION (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC		03/06/2020	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	VideoAmp, Inc.		
Street Address:	2229 S Carmelina Ave		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90064		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5117572	XC LOGIC	
Registration Number:	4886527	CONVERSION LOGIC	
Registration Number:	5373709		
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	5039434828		
Email:	mweddington@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main Street Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	46133.2		
NAME OF SUBMITTER:	Kristin S. Cornuelle		
SIGNATURE:	/Kristin S. Cornuelle/		
DATE SIGNED:	03/13/2020		

CH \$90.00 5117572

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is dated as of March 6, 2020 (the "Effective Date"), by and among Conversion (assignment for the benefit of creditors), LLC, a California limited liability company ("Assignor"), in its sole and limited capacity as assignee for the benefit of creditors of Conversion Logic, Inc., a Delaware Corporation, and VideoAmp, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee shall be jointly referred to as the "Parties" and each shall be referred to individually as a "Party".

WHEREAS, Assignor holds certain right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Assigned Marks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee all of Assignor's right, title and other interests in and to certain of the assets of Assignor; and

WHEREAS, the execution and delivery of this Assignment is a condition to the consummation of the transaction made pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Assigned Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business associated therewith, the same to be held and enjoyed by Assignee, or its successors or permitted assigns, including, without limitation, rights to sue or otherwise claim for past, present or future infringement or unauthorized use or disclosure thereof.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Marks.

3. Assignor hereby authorizes and requests any official throughout the world whose duty it is to register and record ownership in trademark registrations and applications, to record Assignee as the owner of any and all rights in the Assigned Marks.

4. As further set forth in the Purchase Agreement, Assignor shall, at Assignee's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby.

5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to the conflict of laws rules thereof.

6. This Assignment may be executed electronically or otherwise (where permitted in an applicable jurisdiction) in any number of identical counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Trademark Assignment by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

Conversion (assignment for the benefit of creditors), LLC, solely as assignee for the benefit of creditors of Conversion Logic, Inc.

By: _____
Name:
Title:

ASSIGNEE:

VideoAmp, Inc.



By:  _____
Name: Thomas J. Schmitt
Title: CFO

EXHIBIT A

Assigned Marks

Trademark	Database	Reg. No.
XC LOGIC	U.S. Federal	5117572
CONVERSION LOGIC	U.S. Federal	4886527
	U.S. Federal	5373709