

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM606576

<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>
Finisher Pix L.L.C.		10/30/2020	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pocket Outdoor Media, Inc.		
<b>Street Address:</b>	5720 FLATIRON PARKWAY		
<b>City:</b>	BOULDER		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80301		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5610379	POWERED BY SMILES	
<b>Registration Number:</b>	4054830	FINISHERPIX	
<b>Registration Number:</b>	4116341	FINISHERPIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3037867691		
<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>	303-786-7687		
<b>Email:</b>	mail@db-iplaw.com		
<b>Correspondent Name:</b>	DUFT & BORNSSEN, PC		
<b>Address Line 1:</b>	1319 W Baseline Rd		
<b>Address Line 2:</b>	SUITE 100A		
<b>Address Line 4:</b>	Lafayette, COLORADO 80026		
<b>NAME OF SUBMITTER:</b>	Devin Lee Looijen		
<b>SIGNATURE:</b>	/Devin Lee Looijen/		
<b>DATE SIGNED:</b>	11/03/2020		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (this “*Assignment*”) is entered into as of October 30, 2020 by and **POCKET OUTDOOR MEDIA, INC.**, a Delaware corporation (“*Assignee*”) and **FINISHER PIX L.L.C.**, a Georgia limited liability company (“*Assignor*”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined hereinafter).

### RECITALS

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all right, title and interest in, to and under the Transferred Assets, including all of the Intellectual Property and Intellectual Property Rights that are owned or controlled by Assignor (including the trademarks and service marks identified on Exhibit A), together with the goodwill associated with the Transferred Assets (the “*Purchased Intellectual Property*”), free of any Encumbrances, on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, in accordance with the terms of the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment to effect the sale, transfer, assignment, conveyance and delivery from Assignor to Assignee of all right, title and interest in, to and under the Purchased Intellectual Property, and the acceptance of such sale, transfer, assignment, conveyance and delivery by Assignee.

NOW, THEREFORE, in consideration of the premises, covenants and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Purchased Intellectual Property. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, and Assignee hereby accepts such sale, transfer, assignment, conveyance and delivery of, all right, title and interest in, to and under the Purchased Intellectual Property, to have and hold forever, free of any Encumbrances. This sale, transfer, assignment, conveyance and delivery includes all rights in and to any Purchased Intellectual Property provided by international conventions and treaties or the laws of any jurisdiction, including the International Convention for the Protection of Industrial Property, the same to be held and enjoyed by Assignee, for Assignee’s own use and behalf and the use and behalf of Assignee’s successors, legal representatives and assigns, to the full end of the term or terms for which any Intellectual Property may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale, transfer, assignment, conveyance and delivery not been made. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all claims and causes of action for any and all remedies arising out of or related to any infringement, misappropriation or violation of any of the rights assigned hereby and that may have accrued prior to the date of this Assignment, or may accrue after the date of this Assignment, including the rights to sue for, collect and retain damages for past, present and future infringement (before or after issuance), dilution, misappropriation, unlawful imitation or other violation of or conflict with any Purchased Intellectual Property. Assignor and its current and future Affiliates and their successors and assigns agrees not to make any claim or argument in contravention of any of the foregoing.

2. Further Conveyances and Assumptions.

(a) From time to time following the Closing, at the sole cost and expense of Assignee, Assignor shall, and shall cause its Affiliates to, (i) execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and take such further actions, as may be necessary or appropriate to assure fully to Assignee and its successors and assigns, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Assignee under this Assignment, the Purchase Agreement and the other Ancillary Documents, and (ii) assist Assignee in connection with the registration, prosecution, maintenance and/or enforcement of any Purchased Intellectual Property as requested by Assignee.

(b) If Assignee is unable for any reason to secure the signature of Assignor or Assignor's successors or assigns to any document that Assignee is entitled to under this Assignment, then Assignor hereby irrevocably designates and appoints Assignee, and Assignee's duly authorized officers, agents and representatives, as its agents and attorneys-in-fact, coupled with an interest, with full power of substitution to act for and on the behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of this Assignment with the same legal force and effect as if executed by Assignor. Assignor shall not enter into any agreement in conflict with this Assignment.

3. Due Authorization. Assignor hereby irrevocably authorizes and requests the Commissioner for Patents of the United States and any other official of any applicable Governmental Bodies to issue any and all registrations from any and all applications for registration included in the Purchased Intellectual Property to and in the name of Assignee or its designated Affiliate or Affiliates.

4. Conflicts with Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Legal Requirements of the State of Delaware applicable to Contracts executed in and to be performed entirely within such State.

6. Consent to Jurisdiction. Any controversy, dispute or claim between the parties to this Agreement, including any claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, shall be resolved exclusively and finally in accordance with the procedures set forth in Section 7.6 (Governing Law; Consent to Jurisdiction) of the Purchase Agreement.

7. Entire Agreement. This Agreement and the Purchase Agreement (including the Exhibits and Schedules thereto) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings and negotiations, both written and oral, between the parties with respect to the subject matter of this Agreement.

8. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any Person, other than the parties hereto, any rights or remedies under or by reason of this Agreement.

9. Notices. All notices, requests, consents and other communications required or permitted hereunder shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by electronic mail), in each case, in accordance with Section 7.3 (Notices) of the Purchase Agreement.

10. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

11. Waiver. No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

12. Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all of the parties hereto.

13. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties to this Agreement and their respective successors and assigns. Assignee may freely assign any or all of its rights and obligations under this Agreement, in whole or in part, to any other Person without obtaining the consent or approval of any other party hereto; *provided, that,* such Person agrees in writing to be bound by the provisions of this Agreement. Assignor may not assign their rights and obligations under this Agreement without obtaining the written consent of Assignee.

14. Counterparts; Exchanges by Electronic Transmission. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) delivered electronically (including without limitation transmission by .pdf or other fixed image form) shall be sufficient to bind the parties to the terms and conditions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE:

**POCKET OUTDOOR MEDIA, INC.**

By: Robin Thurston

Name: Robin Thurston

Title: Chief Executive Officer

ASSIGNOR:

**FINISHER PIX L.L.C.**

By: \_\_\_\_\_

Name: Robert Earl Little, Jr.

Title: Member

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNEE:

POCKET OUTDOOR MEDIA, INC.

By: N/A  
Name: N/A  
Title: N/A

ASSIGNOR:

FINISHER PIX L.L.C.

By: [Signature]  
Name: Robert E. Little Jr  
Title: Member

State of North Carolina County of Buncombe  
Subscribed and sworn before me on 10-30-20  
[Signature] (Date)  
[Signature]  
(Notary Signature)



**EXHIBIT A**  
**TRADEMARKS**

<b>Mark</b>	<b>Source</b>	<b>Status</b>
<b>POWERED BY SMILES</b>	USPTO	<b>Reg 20-NOV-2018</b> <b>Reg 5610379</b>
<b>FINISHERPIX</b> 	USPTO	<b>Reg 15-NOV-2011</b> <b>Reg 4054830</b>
<b>FINISHERPIX</b>	USPTO	Supplemental Register <b>Reg 20-MAR-2012</b> <b>Reg 4116341</b>
<b>FINISHERPIX &amp; Design</b> 	Canada	<b>Reg 15-JAN-2013</b> <b>Reg TMA840264</b>
<b>FINISHERPIX</b>	Canada	<b>Reg 26-FEB-2013</b> <b>Reg TMA844797</b>
<b>FINISHERPIX</b> 	Mexico	<b>Reg 18-NOV-2010</b> <b>Reg 1189432</b>
<b>FINISHERPIX</b>	Mexico	<b>Reg 26-NOV-2010</b> <b>Reg 1191415</b>
<b>FINISHERPIX</b> 	Brazil	<b>Reg 05-MAR-2014</b> <b>Reg 830688846</b>
<b>FINISHERPIX</b>	Brazil	<b>Reg 06-JAN-2015</b> <b>Reg 830649751</b>
<b>FINISHERPIX</b>	Chile	<b>Reg 12-MAY-2011</b> <b>Reg 918078</b>



Mark	Source	Status
<b>FINISHERPIX</b> 	Switzerland	<b>Reg 17-DEC-2010</b> <b>Reg 609326</b>
<b>POWERED BY SMILES</b>	EU trade marks	<b>Reg 12-JAN-2019</b> <b>Reg 17953157</b>
<b>FINISHERPIX</b> 	EU trade marks	<b>Reg 03-JAN-2011</b> <b>Reg 9262106</b>
<b>FINISHERPIX</b>	EU trade marks	<b>Reg 29-NOV-2010</b> <b>Reg 9177916</b>
<b>FINISHERPIX</b> 	China	<b>Reg 21-AUG-2013</b> <b>Reg 8423660</b>
<b>FINISHERPIX</b> 	Japan	<b>Reg 10-DEC-2010</b> <b>Reg 5374976</b>
<b>FINISHERPIX</b>	Japan	<b>Reg 12-NOV-2010</b> <b>Reg 5367754</b>
<b>FINISHERPIX</b>	Philippines	<b>Reg 11-MAR-2016</b> <b>Reg 506421</b>
<b>FINISHERPX</b> 	Singapore	<b>App 15-NOV-2017</b> <b>App</b> 40201722559U
<b>FINISHERPIX</b> 	Taiwan	<b>Reg 16-DEC-2010</b> <b>Reg 01445102</b>
<b>FINISHERPIX</b>	Taiwan	<b>Reg 01-DEC-2010</b> <b>Reg 01442737</b>
<b>FINISHERPIX</b> 	Australia	<b>Reg 19-JUL-2010</b> <b>Reg 1373096</b>

Mark	Source	Status
<b>FINISHERPIX</b> 	New Zealand	<b>Reg</b> 20-JAN-2011 <b>Reg</b> 827516
<b>FinisherPix</b> 	South Africa	<b>APPLICATION</b> <b>App</b> 22-JUL-2010 <b>App</b> 2010/15801
<b>FINISHERPIX</b>	South Africa	<b>APPLICATION</b> <b>App</b> 24-JUN-2010 <b>App</b> 2010/13600
<b>FINISHERPIX</b> 	South Korea	<b>Reg</b> 02-JAN-2012 <b>Reg</b> 4102240610000
<b>FINISHERPIX</b>	South Korea	<b>Reg</b> 21-SEP-2011 <b>Reg</b> 4102175240000
<b>FINISHERPIX</b> 	Thailand	<b>Reg</b> 17-NOV-2010 <b>Reg</b> 54158
<b>FINISHERPIX</b>	Thailand	<b>Reg</b> 28-JUN-2010 <b>Reg</b> 54146