

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM657142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/21/2019		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sizmek Technologies, Inc.		01/21/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Andreas Acquisition LLC		
Street Address:	410 Terry Avenue North		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3010428	VIDEOSTITIAL	
Registration Number:	4778053	SIZMEK	
Registration Number:	4787181	MDX	
CORRESPONDENCE DATA			
Fax Number:	4045413120		
<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:	404-532-6937		
Email:	fwaldbaum@kilpatricktownsend.com		
Correspondent Name:	Olivia Maria Baratta		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1229312		
NAME OF SUBMITTER:	Olivia Maria Baratta		
SIGNATURE:	/Maria Baratta/		
DATE SIGNED:	06/30/2021		
Total Attachments: 4			
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CONFIRMATORY TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is by and between Sizmek Technologies, Inc., a Delaware corporation with an address of 500 West 5th Street, Suite 900, Austin, TX 78701 (“**Assignor**”), and Andreas Acquisition LLC, a Delaware limited liability company with an address of PO Box 81226, Seattle, WA 98108 (“**Assignee**”). It is effective *nunc pro tunc* and has the same force and effect as if executed on June 21, 2019. Capitalized terms used herein but not otherwise defined herein shall have the meanings as set forth in the Agreement (defined below).

WHEREAS, Assignor and Assignee are parties to an Asset Purchase Agreement dated May 31, 2019 (the “**Agreement**”) which was approved by the United States Bankruptcy Court for the Southern District of New York in an Order entered June 13, 2019 in Case No. 19-10971 (SMB) (the “**Order**”) and which provides for the execution and delivery of this Assignment;

AND WHEREAS, pursuant to the Agreement, Assignor has agreed to assign, sell, transfer, convey, grant, and deliver to Assignee all of its rights in and to the trademarks identified in Schedule 2.1(d) to the Agreement (hereinafter, the “**Trademarks**,” also set out in Schedule A attached hereto);

NOW THEREFORE, on the terms and subject to the conditions set forth in the Agreement, effective as of the Closing, Assignor confirms the assignment, sale, transfer, conveyance, grant, and delivery to Assignee of all Assignor’s right, title, and interest in, to, and under the Trademarks, including all registrations and applications for registration thereof, the goodwill of the business connected with the use thereof and symbolized thereby, in each case free and clear of all Encumbrances except for Assumed Liabilities and Permitted Liens.

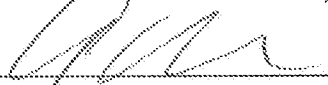
This Assignment is intended to implement the provisions of the Agreement, is expressly subject to the terms and conditions thereof, and shall not be construed to enhance, extend, or

limit the representations and warranties, rights, obligations or remedies of any party thereunder, and the Agreement shall not be superseded hereby or merged hereinto but shall remain in full force and effect. In case of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall govern.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. A signature by electronic means is as effective as an original signature.

[SIGNATURE PAGE FOLLOWS]

ASSIGNOR
SIZMEK TECHNOLOGIES, INC.

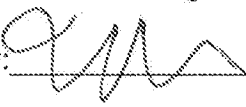
By:  _____

Name: George Pappachen

Title: Authorized Signatory

Date of Signature: 1/21/21

ASSIGNEE
ANDREAS ACQUISITION LLC

By:  _____

Name: Michael Deal

Title: President, Secretary and Treasurer

Date of Signature: 2/18/20

SCHEDULE A

SIZMEK TECHNOLOGIES, INC. TO ANDREAS ACQUISITION LLC

UNITED STATES TRADEMARKS

MARK	STATUS	APP. NO. FILING DATE	REG. NO. REG. DATE	CLASS/DESCRIPTION
VIDEOSTTTIAL	Registered	76612012 Sep 13, 2004	3010428 Nov 1, 2005	35: Online advertising on computer communication networks in a format that plays an audio and/or video file on an Internet browser between the origin and destination page of a click
SIZMEK	Registered	86139713 Dec 10, 2013	4778053 Jul 21, 2015	35: Digital and video advertising via electronic media, specifically the internet, wireless networks, and mobile and portable devices; advertising services, namely, creating, composing, updating, compiling, disseminating, supporting, tracking, reporting on and analyzing advertisements for distribution on internet web pages, wireless networks, and mobile and portable devices; semantic advertising services which analyze website and mobile and portable device content, namely, digital content subject matter and context, of the users of the services in order to provide the user of the services with information regarding the digital content, subject matter, context, and audience in order to optimize and provide targeted advertising to consumers while protecting advertiser brands in real-time; advertising campaign management services, namely, creating, composing, updating, compiling, supporting, and tracking, and optimizing the performance of advertisements; ad-serving, namely, disseminating and optimizing the performance of ads for the digital content publisher or the advertiser; reporting on ad performance and metrics, and tracking ad performance and metrics. 42: Digital advertising technology provider featuring software and services to enable the distribution of digital and video advertising through an electronic media, specifically the Internet, wireless networks, and mobile and portable devices; namely, providing temporary use of an online, non-downloadable Internet software platform for use in creating and transmitting via the Internet messages and advertisements, in connection with digital advertising campaign management services; online non-downloadable software that analyzes the meaning of website content in order to optimize and provide targeted advertising to consumers while protecting advertiser brands in real-time.
MDX	Registered	86309224 Jun 13, 2014	4787181 Aug 4, 2015	35: Digital advertising campaign management services, namely, providing a web-based system which delivers digital and video advertising via electronic media, specifically the internet, wireless networks, and mobile and portable devices; advertising services, namely, creating, composing, updating, compiling, disseminating, supporting, tracking, reporting on and analyzing advertisements for distribution on internet web pages and wireless networks; semantic advertising services which analyze the content of a web site in order to provide the user of the services with the ability to optimize and provide targeted advertising to consumers, based upon the web site's content, while protecting advertiser brands in real-time; advertising campaign management services, namely, ad-serving, reporting and tracking.

TRADEMARK