

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM332144

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NimbleTV (Assignment for the benefit of creditors), LLC		01/14/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NTV INTERNET HOLDINGS, LLC		
Street Address:	40 La Riviere Drive, SUITE 300		
City:	BUFFALO		
State/Country:	NEW YORK		
Postal Code:	14202		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4593549	NIMBLETV	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2124304234		
Email:	malden@gunder.com		
Correspondent Name:	Margaret Alden		
Address Line 1:	220 West 42nd St.		
Address Line 2:	17th Floor		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Margaret Alden		
SIGNATURE:	/mra/		
DATE SIGNED:	02/13/2015		
Total Attachments: 5			
source=Nimble - TM and Copyright Assignment (ABC to NTV)#page1.tif			
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source=Nimble - TM and Copyright Assignment (ABC to NTV)#page4.tif			

OP \$40.00 4593549

TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is dated as of January 14, 2015 (the "Effective Date"), by and between NimbleTV (assignment for the benefit of creditors), LLC, a Delaware limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of NimbleTV, Inc. (the "Seller") and NTV Internet Holdings, LLC, a Delaware limited liability company (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of January 14, 2015 (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. **Sale of Marks on "AS IS" and "WHERE IS" Basis.** Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to, and hereby does, sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, and hereby accepts, on an "AS IS" and "WHERE IS" basis, with all faults, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all allocations, registrations and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in Schedule A to this Assignment, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks and copyrights (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. **Effect of Agreement.** Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

3. **Execution in Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

4. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

5. **Governing Law.** This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

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

SELLER:

BUYER:

NimbleTV (assignment for the benefit of creditors), NTV Internet Holdings, LLC
LLC, solely as assignee for the benefit
of creditors of NimbleTV, Inc.

By: 

By: _____

Its: 

Its: _____

ACKNOWLEDGMENT

State of California
County of SANTA CLARA

On 01-14-2015 before me, Ron K Ikebe Notary Public
(insert name and title of the officer)

personally appeared Michael A. MAIDY
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Ron K Ikebe (Seal)

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

SELLER:

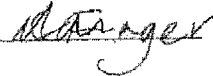
BUYER:

NimbleTV (assignment for the benefit of creditors), NTV Internet Holdings, LLC
LLC, solely as assignee for the benefit
of creditors of NimbleTV, Inc.

By: _____

By: 

Its: _____

Its: 

SCHEDULE A

Trademarks

- Application no. 85/781,262 and Registration No. 4593549, covering the "NimbleTV" mark, filed on November 16, 2012 and registered on August 26, 2014.
- Common law trademark rights based on use of the NIMBLETV mark in interstate commerce.