

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334402

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regents of the University of Minnesota		02/20/2015	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Vidku, Inc.		
Street Address:	1161 Wayzata Blvd. E. Box 194		
City:	Wayzata		
State/Country:	MINNESOTA		
Postal Code:	55391		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86258035	FLIPGRID.	
Serial Number:	86258184	FLIPGRID.	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	2028427800		
Email:	mobleysg@cooley.com		
Correspondent Name:	Susan P. Christoff		
Address Line 1:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	323512-100		
NAME OF SUBMITTER:	Susan Mobley/		
SIGNATURE:	/Susan Mobley/		
DATE SIGNED:	03/09/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Agreement") is entered into as of February 20, 2015 (the "Effective Date") by and between Vidku, Inc., a Delaware corporation ("Assignee"), and Regents of the University of Minnesota, a Minnesota constitutional corporation ("Assignor"). Assignee and Assignor are sometimes referred to herein as a "Party" and collectively as "Parties."

RECITALS

A. Assignee and Assignor have entered into an Asset Purchase Agreement dated as of January 23, 2015 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor agreed to sell, convey, assign, transfer and deliver to Assignee, and Assignee agreed to purchase, acquire, receive and accept, all of Assignor's right, title and interest in and to the trademarks, trademark applications and trademark registrations listed on Schedule A hereto, including all related common law rights with respect thereto (the "Trademarks").

B. As provided in this Agreement, Assignor sells, conveys, assigns, transfers, and delivers to Assignee, and Assignee purchases, acquires, receives and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor does hereby sell, convey, assign, transfer, and deliver unto Assignee all of Assignor's worldwide right, title and interest in, to and under the Trademarks throughout the world, including, but not limited to, all registrations and applications thereof and the goodwill symbolized thereby, and all causes of actions, claims, and demands or other rights for, or arising from, any past, present, and future infringement or other violation of the Trademarks, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this assignment of the Trademarks not been made.

2. **Further Assurances.** Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or use its best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment, and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, consistent with the terms of this Agreement and the Asset Purchase Agreement, in order to effectuate the provisions and purposes of this Agreement and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

3. **Miscellaneous.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to such state's principles of conflicts of law. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the Parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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Execution

IN WITNESS WHEREOF, the Parties have executed and delivered this Trademark Assignment as of the Effective Date.

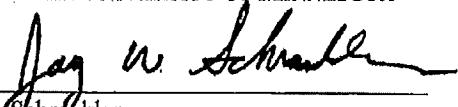
Assignee:

VIDKU, INC.

By: 
James D. Leslie
Chief Executive Officer

Assignor:

REGENTS OF THE UNIVERSITY OF MINNESOTA

By: 
Jay W. Schrankler
Executive Director
Office for Technology Commercialization

SCHEDULE A

Trademarks

- **AVENUE**
- **FLIPGRID**
- **FLIPGRID.**
 - U.S. Trademark Application No. 86258035
- **FLIPGRID. & Design**
 - U.S. Trademark Application No. 86258184