

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334598

<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>
IDS, LLC (D/B/A <del>INFORMATION</del> <del>INFORMATION</del> AND DISPLAY SYSTEMS, LLC)		02/01/2012	<del>INFO LAB JT ST CO</del> : FLORIDA LLC
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SPORTSMEDIA TECHNOLOGY CORPORATION		
<b>Street Address:</b>	3511 University Drive		
<b>City:</b>	Durham		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	27707		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3585761	SPORTBUG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	919-354-4800		
<b>Email:</b>	m.herrin@smt.com		
<b>Correspondent Name:</b>	MICKEY A. HERRIN, JR.		
<b>Address Line 1:</b>	3511 University Drive		
<b>Address Line 4:</b>	Durham, NORTH CAROLINA 27707		
<b>NAME OF SUBMITTER:</b>	MICKEY A. HERRIN, JR.		
<b>SIGNATURE:</b>	/MICKEY A. HERRIN, JR./		
<b>DATE SIGNED:</b>	03/10/2015		
<b>Total Attachments: 12</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated the 13<sup>th</sup> day of February, 2012, is entered into by and between Information and Display Systems, LLC, a Florida limited liability company ("Assignor") and SportsMEDIA Technology Corporation, a Delaware corporation d/b/a SMT (the "Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of the date hereof, by and among Assignee, Assignor and certain of the members of Assignor (the "Purchase Agreement"), the Assignor agreed to sell, assign, transfer, convey and deliver to Assignee the entire right, title and interest in and to substantially all intellectual property rights owned by Assignor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

### DEFINITIONS

All undefined, capitalized terms used herein shall have the meaning given to them in the Purchase Agreement. Additionally, the following definitions shall apply to this Assignment:

"Copyrights" means rights owned by Assignor arising from or in respect to copyrights and copyrightable works and registrations, applications and renewals for registration thereof, mask works and registrations and applications for registration or renewals thereof, computer Software, data, databases and documentation including copies and tangible embodiments (in whatever form or medium) thereof whether protected, created or arising under the laws of the United States or any other jurisdiction, including without limitation the registrations, applications, Software and other copyrights set forth on Exhibit A.

"Patents" means rights owned by Assignor arising from or in respect to patents and patent applications, including continuation, divisional, continuation-in-part, reissue or reexamination patent applications and patents issuing therefrom, patent disclosures and inventions, draft patent applications and foreign versions of the foregoing whether protected, created or arising under the laws of the United States or any other jurisdiction, including, without limitation, the patents and patent applications set forth on Exhibit B.

"Trademarks" means rights owned by an Assignor arising from or in respect to trademarks, service marks, trade names, logos, internet domain names and corporate names (whether registered or unregistered, including any applications for registration of the foregoing), trade dress rights and general intangibles of a like nature, industrial or product designs together with all of the goodwill associated therewith, and foreign versions of the foregoing whether protected, created or arising under the laws of the United States or any other jurisdiction, including, without limitation, the trademarks, service marks, trade names and domain names set forth on Exhibit C.

"Trade Secrets" means rights arising from or in respect to trade secrets and other confidential information including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, concepts, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information whether defined, protected, created or arising under the laws of the United

States or any other jurisdiction, which are subject to reasonable efforts under the circumstances to maintain their secrecy and which derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from their disclosure or use, in each case owned by the Assignors.

### **COPYRIGHTS**

1. The Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest, in and to all Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

2. At the Assignee's sole expense, Assignor shall cooperate with Assignee in any action Assignee reasonably requests that the Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or the Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Copyrights with, for example, the U.S. Copyright Office or equivalent foreign offices.

### **TRADEMARKS**

3. The Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

4. At the Assignee's sole expense, the Assignor shall cooperate with Assignee in any action Assignee reasonably requests that the Assignor takes in order to effectuate, carry out, or fulfill the parties' intent and/or the Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices or with domain name registrars.

### **PATENTS**

5. The Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to the Patents, including but not limited to renewal rights therein, the right to obtain patent or equivalent protection therein in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present, or future infringements or violations thereof, all in Assignee's sole name.

6. At the Assignee's sole expense, the Assignor shall cooperate with Assignee in any action Assignee reasonably requests that Assignor takes in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's reasonable discretion, to consolidate,

confirm, vest and/or record Assignee's full and complete ownership of the Patents with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices.

### TRADE SECRETS

7. The Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, free and clear of all Liens, all right, title and interest in and to the Trade Secrets, including, but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

8. The Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

### GENERAL

9. Entire Agreement. This Assignment and the Purchase Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and undertakings with respect to the subject matter hereof, both written and oral.

10. Binding Assignment. This Assignment shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, legal representatives, successors and permitted assigns of the parties hereto. No party hereto shall assign this Assignment or any right, benefit or obligation hereunder without the prior written consent of each other party hereto and any purported assignment without such consent will be void, provided, however that Assignee shall be entitled to assign, in its sole discretion, any or all of its rights, interests and obligations hereunder to any Affiliate of Assignee or in connection with a sale of all or substantially all of the Business; provided, however, that Assignee, jointly and severally with its assignee, remains liable for the full and timely performance of all of Assignee's obligations under this Agreement.

11. Governing Law and Consent to Jurisdiction. This Assignment shall be governed as to its validity, interpretation and effect by the laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Assignment may be brought against any of the parties in any of the local, state or federal courts within New Castle County, Delaware and each of the parties consents to the jurisdiction of such courts (and to appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

12. Severability. If any provision of this Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof; and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

13. Counterparts. This Assignment may be executed in two or more counterparts and by facsimile or PDF (or other electronic transmission), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

14. Headings. All headings contained in this Assignment are for reference only and shall not affect the meaning or interpretation of this Assignment in any manner.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

**ASSIGNOR:**

**INFORMATION AND DISPLAY SYSTEMS, LLC**

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

Print Name:

Rallis Pappas

Title:

Manager

**ASSIGNEE:**

**SPORTSMEDIA TECHNOLOGY  
CORPORATION, D/B/A SMT**

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

Print Name:

Gerard J. Hall

Title:

President

[Signature Page to Intellectual Property Assignment]

**TRADEMARK**  
**REEL: 005483 FRAME: 0376**

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on the day and year first above written.

**ASSIGNOR:**


**INFORMATION AND DISPLAY SYSTEMS, LLC**

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

Print Name: Rallis Pappas  
Title: Manager

**ASSIGNEE:**

**SPORTSMEDIA TECHNOLOGY  
CORPORATION, D/B/A SMT**

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

Print Name: Gerard J. Hall  
Title: President

[Signature Page to Intellectual Property Assignment]

**TRADEMARK  
REEL: 005483 FRAME: 0377**



**ACKNOWLEDGMENT**

STATE OF Florida

: ss.

COUNTY OF Duval

Rallis Pappas, being duly sworn, says that he is a duly authorized Manager of Information and Display Systems, LLC, a Florida limited liability company, and acknowledges that he did sign the Intellectual Property Assignment on behalf of Information and Display Systems, LLC pursuant to due authority.

By: 

Name: Rallis Pappas

Sworn to and subscribed  
before me this 30<sup>th</sup> day  
of January, 2012.

  
Notary Public

My commission expires: 12/15/13

(SEAL)



Suzanne M. VanLeeuwen  
COMMISSION # 00946687  
EXPIRES: DEC. 15, 2013  
WWW.AARONNOTARY.COM

ACKNOWLEDGMENT

STATE OF :

: ss.

COUNTY OF :

Gerard J. Hall, being duly sworn, says that he is the President of SportsMEDIA Technology Corporation, a Delaware corporation d/b/a SMF, and acknowledges that he did sign the Intellectual Property Assignment on behalf of SportsMEDIA Technology Corporation pursuant to due authority.

By: Gerard J. Hall

Name: Gerard J. Hall

Sworn to and subscribed  
before me this 1st day  
of February, 2012.

Alicia R. Williams  
Notary Public

My commission expires: March 9, 2016

(SEAL)



**EXHIBIT A**  
**COPYRIGHTS**

*None*

A-1

**EXHIBIT B**

**PATENTS**

*None*

B-1

**EXHIBIT C**  
**TRADEMARKS**

*Please see attached*

C-1

**Trademarks/Fictitious Name List**

CAUSE NFX – Registration of fictitious name filed with Florida Secretary of State –  
Registration Number G11000063873

CNFX – Registration of fictitious name filed with Florida Secretary of State – Registration  
Number G11000063875

Service Mark for IDS registered with the U.S. Patent and Trademark Office on March 24,  
1998. Registration No. 2,146,287

Trademark/Service Mark for SPORTBUG registered with the U.S. Patent and Trademark  
Office on March 10, 2009. Registration No. 3,585,761

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