

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349227

<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>
Prime Point Holdings, LLC		07/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AllOver Media, LLC		
<b>Street Address:</b>	16355 36th Avenue Suite 700		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55446		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3646194	PRIMECASTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6124927077		
<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>	3193318447		
<b>Email:</b>	ip@fredlaw.com		
<b>Correspondent Name:</b>	Jessica Allen		
<b>Address Line 1:</b>	200 South Sixth Street		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Jessica D.H. Allen		
<b>SIGNATURE:</b>	/Jessica D.H. Allen/		
<b>DATE SIGNED:</b>	07/24/2015		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment") is made as of July 10, 2015 by Prime Point Holdings LLC, a Delaware limited liability company ("Assignor"), in favor of AllOver Media, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee, and the sole equity holder of Assignee, dated as of even date herewith (the "Purchase Agreement"), and subject to the terms and conditions of the Purchase Agreement, Assignor agreed to sell, convey, assign, transfer, and deliver or cause to be sold, conveyed, assigned, transferred, and delivered, and Assignee agreed to purchase, acquire, and accept, all of the right, title and interest of the Assignor in and to the trademark registrations and applications set forth in Exhibit A hereto, together with all goodwill associated therewith, and all other Assignor's Intellectual Property (as defined in the Purchase Agreement) (collectively, the "Assigned IP Rights"); and

WHEREAS, in accordance with the Purchase Agreement, Assignor wishes to sell, convey, assign, transfer and deliver all of Assignor's right, title and interest in and to the Assigned IP Rights, and Assignee wishes to purchase, acquire and accept all of Assignor's right, title and interest in and to the Assigned IP Rights.

### AGREEMENTS

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Any term used herein but not otherwise defined herein shall be defined as set forth in the Purchase Agreement.

2. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers, and delivers to Assignee and its successors and assigns forever, without any restrictions, limitations or reservations, all of Assignor's right, title, and interest in and to the Assigned IP Rights, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made, including (i) any and all rights of priority thereto and renewals thereof, as may now or hereafter be granted to it by law, (ii) all income, royalties or payments now or hereafter due or payable with respect thereto, and (iii) any and all rights corresponding thereto throughout the world, including rights, interests, claims, and demands recoverable in law or equity that Assignor has or may have in profits and damages for past, present and future infringements of such Assigned IP Rights, including the right to compromise, sue for, and collect such profits and damages, and Assignee does hereby accept assignment of the Assigned IP Rights from Assignor.

3. Recordation. This Assignment has been executed and delivered by Assignor with the intention of recording the assignment herein with the U.S. Patent and Trademark Office and similar Governmental Entities throughout the world, and Assignee shall have the right to record

this Assignment with any applicable Governmental Entity so as to perfect its ownership of the Assigned IP Rights.

4. Further Assurances. From and after the Closing Date, and from time to time at the request of Assignee, Assignor shall, without further consideration, execute and deliver or procure the execution and delivery of such instruments of transfer, conveyance, assignment, and assumption, and, at Assignee's expense, take such other action as may reasonably be necessary, to confirm and assure the rights and obligations provided for in this Assignment (and in the Purchase Agreement with respect to this Assignment), or to give effect to the transactions contemplated by this Assignment (and by the Purchase Agreement with respect to this Assignment).

5. Purchase Agreement. This Assignment is subject to the terms, conditions, representations and covenants set forth in the Purchase Agreement, all of which to the extent applicable are incorporated herein by reference. Nothing in this Assignment, express or implied, is intended or shall be construed to expand or defeat, impair, or limit in any way the rights, obligations, claims, or remedies of the parties as set forth in the Purchase Agreement. In the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement are controlling.

6. Assignment. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

7. Counterparts. This Assignment may be executed in multiple counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties delivered to the other party, it being understood that all parties need not sign the same counterpart. Copies of this Assignment with signatures transmitted by facsimile or electronically (e.g., pdf) shall be deemed to be original signed versions of this Assignment.

**\*\*\* Signature Page to Intellectual Property Assignment Agreement Follows\*\*\***

IN WITNESS WHEREOF, Assignor has executed this instrument as of the date first written above.

Assignor:

PRIME POINT HOLDINGS LLC

By:   
Name: Barry E. Selvidge  
Its: Member

AGREED TO AND ACCEPTED:

Assignee:

ALLOVER MEDIA, LLC

By: 


Name: Shaun Nugent

Its: President

*Signature page to Intellectual Property Assignment Agreement*

TRADEMARK  
REEL: 005586 FRAME: 0093

**EXHIBIT A  
TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

<b>Registration No.</b>	<b>Country</b>	<b>Trademark</b>
3646194	U.S.	

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