

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM371268

<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>
3Ality Digital Systems LLC		01/29/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NewTek, Inc.		
<b>Street Address:</b>	5131 Beckwith Blvd.		
<b>City:</b>	San Antonio		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	78249		
<b>Entity Type:</b>	CORPORATION: KANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3875697	3PLAY	
<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>	7852243431		
<b>Email:</b>	bruce@bclarklawfirm.com		
<b>Correspondent Name:</b>	Bruce J Clark		
<b>Address Line 1:</b>	3649 Burlingame Rd		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	Topeka, KANSAS 66611		
<b>NAME OF SUBMITTER:</b>	bruce j clark		
<b>SIGNATURE:</b>	/bruce j clark/		
<b>DATE SIGNED:</b>	01/29/2016		
<b>Total Attachments: 3</b>			
source=Trademark Assignment 3Ality to NewTek signed#page1.tif			
source=Trademark Assignment 3Ality to NewTek signed#page2.tif			
source=Trademark Assignment 3Ality to NewTek signed#page3.tif			

OP \$40.00 3875697

## TRADEMARK ASSIGNMENT

THIS ASSIGNMENT ("ASSIGNMENT") is entered into as of January \_\_\_\_, 2016 ("EFFECTIVE DATE") from 3Aality Digital Systems, LLC, a California Limited Liability Company with its principal place of business at 55 East Orange Grove Avenue, Burbank, 91502 ("ASSIGNOR"), to NewTek, Inc., a Kansas Corporation, with its principal place of business at 5131 Beckwith Blvd., San Antonio, TX, 78249 ("ASSIGNEE");

IN CONSIDERATION of the premises and mutual covenant, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, conveys, transfers, assigns, delivers, to ASSIGNEE all of ASSIGNOR'S right, title, and interest of whatever kind in and to the mark 3PLAY (MARK), including all common law and other rights with respect thereto, and including all registrations and applications with respect thereto (collectively REGISTRATIONS), including US. Registration No.3875697 registered November 16, 2010, together with the goodwill of the business associated therewith, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other foreign jurisdiction for any REGISTRATION, the same to be held and enjoyed by 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 ASSIGNOR had this Assignment not been made, including all rights to sue for past, present or future infringement.

ASSIGNOR further covenants that it will execute all documents, papers, forms and authorizations hereafter, and take other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the MARK and REGISTRATIONS.

ASSIGNOR represents and warrant to ASSIGNEE that: (a) To the knowledge of ASSIGNEE, no claims are pending questioning the validity of the MARK; (b) No claims are pending or threatened asserting that ASSIGNOR, by use of the MARK is infringing or otherwise violating the rights of any person or entity with regard to their allegedly similar trademark; (c) To ASSIGNOR'S knowledge, no person or entity is infringing the rights of ASSIGNOR with respect to any of the Trademarks; (d) the MARK assigned is owned solely by ASSIGNOR, and ASSIGNOR has good and transferable title to the MARK, free and clear of all pledges, liens, security interests, prior assignments from ASSIGNOR to another, or other encumbrances, charges, rights or other claims of third parties of any kind; (e) neither the whole or any portion of the MARK is subject to any governmental entity decree or order of which ASSIGNOR has received notice; (f) That ASSIGNOR has not abandoned the MARK and has continuously used the MARK since at least as early as November 10, 2010 for the classification of goods in the REGISTRATIONS, or if not used for a time has had, and has, the intention to use the MARK. The representations and warranties of ASSIGNOR in this Paragraph shall survive the EFFECTIVE DATE.

IN WITNESS WHEREOF, ASSIGNOR has duly executed under seal and delivered this ASSIGNMENT as of the day and year first above written.

3Aality Digital Systems, LLC, ASSIGNOR

By: Steve Schklair

Print Name: STEVE SCHKLAIR

Position: CEO

ACKNOWLEDGEMENT

State of Illinois )

County of Los Angeles )

On this date July 29<sup>th</sup>, 2016, personally appeared Sean Sullivan (name)  
(position) of 3Ality Digital Systems, LLC, and proved to the undersigned on the  
basis of satisfactory evidence, to be the person(s) whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the  
instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

[SEAL]

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Los Angeles )

On July 29<sup>th</sup>, 2015 before me, Robert Rainer, Notary Public  
(Here insert name and title of the officer)

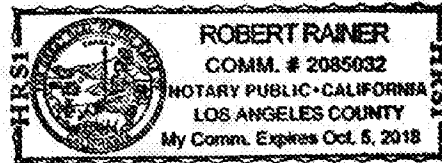
personally appeared Jean Jay Schkair  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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]  
 Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

Power of Attorney  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages        Document Date 7/29/15

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◆ Indicate title or type of attached document, number of pages and date.
  - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

\* Remember attach this document to this signed document with a staple