TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM402688

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dashbox, Inc.		10/30/2014	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Film Track, Inc.	
Street Address:	12001 Ventura Place	
Internal Address:	Suite 500	
City:	Studio City	
State/Country:	CALIFORNIA	
Postal Code:	91604	
Entity Type:	Corporation: CALIFORNIA	

PROPERTY NUMBERS Total: 1

Property Type		Number	Word Mark
	Registration Number:	4400423	DASHBOX

CORRESPONDENCE DATA

Fax Number:

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.

prosecutiondocketing@paulhastings.com Email:

Correspondent Name: Paul Hastings LLP 4747 Executive Dr Address Line 1:

Address Line 2: 12th Floor

Address Line 4: San Diego, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	92302.00003
NAME OF SUBMITTER:	Laura C. Yip
SIGNATURE:	/Laura C. Yip/
DATE SIGNED:	10/20/2016

Total Attachments: 4

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> **TRADEMARK REEL: 005904 FRAME: 0379**

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into as of October 30, 2014 by and between Film Track, Inc., a California corporation ("Assignee"), and Dashbox, Inc., a California corporation ("Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, entered into as of October 29, 2014 (the "Agreement"), by and among the Assignor and the Assignee, pursuant to which Assignor agreed to sell to Assignee and Assignee agreed to purchase from Assignor various assets, including without limitation, the trademark set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademark;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

- 1. ASSIGNMENT. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the trademark set forth on Schedule A (the "Mark"), together with the goodwill of the business symbolized by and associated with the Mark, including all common law rights and trademark registrations for the Mark, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all rights to income, royalties, and license fees deriving from the Mark, all claims for damages by reason of past, present and future infringements of the Mark and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.
- 2. ASSISTANCE. Assignor agrees to perform, at the expense of Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Mark, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, as may be reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee.

3. **GENERAL.**

3.1 <u>Severability</u>. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any

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reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

- 3.2 <u>Entire Agreement</u>. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Agreement, the Agreement will govern.
- 3.3 <u>Successors and Assigns</u>. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.
- 3.4 <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the United States and the internal laws (and not the law of conflicts) of the State of California, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

[Signature Page Follows]

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[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignee"
Film Track, Inc.
a California corporation
DocuSigned by:
By: Sam Sippl
By: Sam Sippl Name:
Title: CFO
"Assignor"
Dashbox, Inc.
Basiloox, Inc.
a California corporation

SCHEDULE A

MARK

4400423	77915097	DASHBOX
Number	Seriai Number	Mark
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RECORDED: 10/20/2016

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