

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445446

|                                                                                                                                                                                                 |                                                    |                       |                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|------------------------------------------|
| <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>                       |
| Collective Digital Studio, LLC                                                                                                                                                                  |                                                    | 03/31/2015            | Limited Liability Company:<br>CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                                    |                       |                                          |
| <b>Name:</b>                                                                                                                                                                                    | MetaCafe LLC                                       |                       |                                          |
| <b>Street Address:</b>                                                                                                                                                                          | 18012 Cowan, Suite 175                             |                       |                                          |
| <b>City:</b>                                                                                                                                                                                    | Irvine                                             |                       |                                          |
| <b>State/Country:</b>                                                                                                                                                                           | CALIFORNIA                                         |                       |                                          |
| <b>Postal Code:</b>                                                                                                                                                                             | 92614                                              |                       |                                          |
| <b>Entity Type:</b>                                                                                                                                                                             | Limited Liability Company: CALIFORNIA              |                       |                                          |
| <b>PROPERTY NUMBERS Total: 4</b>                                                                                                                                                                |                                                    |                       |                                          |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                                      | <b>Word Mark</b>      |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 3524764                                            | METACAFE              |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 3285344                                            | METACAFE              |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 3285345                                            | METACAFE              |                                          |
| <b>Registration Number:</b>                                                                                                                                                                     | 3586394                                            | WIKICAFE              |                                          |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                                    |                       |                                          |
| <b>Fax Number:</b>                                                                                                                                                                              | 7032436410                                         |                       |                                          |
| <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>                                                                                                                                                                                   | 7032436333                                         |                       |                                          |
| <b>Email:</b>                                                                                                                                                                                   | mandell@mwzb.com                                   |                       |                                          |
| <b>Correspondent Name:</b>                                                                                                                                                                      | Adam D. Mandell                                    |                       |                                          |
| <b>Address Line 1:</b>                                                                                                                                                                          | 2200 Clarendon Blvd., Ste 1400                     |                       |                                          |
| <b>Address Line 4:</b>                                                                                                                                                                          | Arlington, VIRGINIA 22201                          |                       |                                          |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | Adam D. Mandell                                    |                       |                                          |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /adm/                                              |                       |                                          |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 10/02/2017                                         |                       |                                          |
| <b>Total Attachments: 8</b>                                                                                                                                                                     |                                                    |                       |                                          |
| source=Asset Purchase Abbrev. (redacted)#page1.tif                                                                                                                                              |                                                    |                       |                                          |
| source=Asset Purchase Abbrev. (redacted)#page2.tif                                                                                                                                              |                                                    |                       |                                          |

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source=Asset Purchase Abbrev. (redacted)#page7.tif  
source=Asset Purchase Abbrev. (redacted)#page8.tif

# EXECUTION VERSION 3/31/15

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made and entered into as of March 31, 2015 (the “**Closing Date**”) by and between Collective Digital Studio, LLC, a limited liability company duly organized under the laws of California (“**Seller**”), and MetaCafe LLC, a California limited liability company (“**Buyer**”).

### RECITALS

WHEREAS, Seller desires to sell, transfer, and assign to Buyer the Metacafe Web Site (as defined below) and certain related assets on the terms and conditions set forth herein.

WHEREAS, Buyer desires to purchase the Metacafe Web Site and certain related assets from Seller on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and other agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### ARTICLE I PURCHASE AND SALE

1.1. Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below:

(i) “**Affiliate**” means, with respect to any specified Person, any other Person who or which, directly or indirectly, controls, is controlled by or is under common control with such Person, including, without limitation, any general partner, managing partner, managing member, officer or director of such Person or any business entity now or hereafter existing that is controlled by or under common control with one or more general partners or managing members of, or shares the same management or advisory company with, such Person. For purposes of this definition, the terms “**controlling**,” “**controlled by**,” or “**under common control with**” shall mean the possession, directly or indirectly, of (a) the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise, or (b) the power to elect or appoint at least fifty percent (50%) of the directors, managers, general partners, or Persons exercising similar authority with respect to such Person.

(ii) “**Asset Purchase**” means the acquisition by Buyer of (a) the Purchased Assets and (b) the Assumed Liabilities, on the terms and subject to the conditions set forth in this Agreement.

(iii) “**Business Day**” means a day (a) other than Saturday or Sunday and (b) on which commercial banks are open for business in Los Angeles, California.

(iv) “**Code**” shall mean the Internal Revenue Code of 1986, as amended.

(v) “**Contract**” means any written legally binding contract, agreement, instrument, commitment or undertaking (including leases, licenses, mortgages, notes,

(xxi) “**Tax Return**” means all returns, reports, forms or other information required to be filed with any Tax Authority.

(xxii) Other capitalized terms defined elsewhere in this Agreement and not defined in this Section 1.1 shall have the meanings assigned to such terms in this Agreement.

1.2. Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, Buyer hereby purchases from Seller and Seller hereby sells, transfers, conveys, assigns and delivers, or causes to be sold, transferred, conveyed, assigned and delivered, to Buyer as of the Closing Date all of Seller’s right, title and interest in and to the following assets free and clear of all Encumbrances (collectively, the “**Purchased Assets**”):

- (i) the Metacafe Web Site;
- (ii) the Seller Content (subject to the license described in Section 2.3(c) hereof);
- (iii) the Seller Data;
- (iv) the Seller Domain Names;
- (v) the Seller Source Code;
- (vi) the Seller Intellectual Property;

(vii) all of Seller’s rights to and interest in the Intellectual Property Rights in and to the Metacafe Web Site, Seller Content, Seller Data, Seller Domain Names, Seller Source Code and Seller Intellectual Property;

(viii) Seller’s rights under those Contracts set forth on Schedule 1.2(viii) of the Seller Disclosure Schedule (collectively, the “**Assumed Contracts**”);

(ix) all rights to any actions of any nature available to or being pursued by the Seller to the extent relating to any Purchased Asset or the Assumed Liabilities, whether arising by way of counterclaim or otherwise, and whether choate or inchoate, known or unknown, contingent or non-contingent;

(x) all permits and authorizations from Governmental Entities relating to the Purchased Assets as of the Closing Date, including, without limitation, the items set forth on Schedule 1.2(x) of the Seller Disclosure Schedule;

(xi) all files, records, documents, data, plans, proposals and all other recorded knowledge of the Seller, including client and customer lists and records, referral sources, research and development reports and records, production reports and records, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records, whether in written, electronic, visual or other form, which relate in any way to the Purchased Assets and/or the Assumed Liabilities;

2.3. Intellectual Property.

(a) Seller owns free and clear of all Encumbrances or is licensed or otherwise possesses legally enforceable rights to use all patents, trademarks, trade names, service marks, copyrights, and any applications for such patents, trademarks, trade names, service marks, copyrights, know-how, computer software programs or applications and tangible or intangible proprietary information or material in connection with the Metacafe Web Site (the “**Seller Intellectual Property**”). Schedule 2.3(a) of the Seller Disclosure Schedule contains a list of all of the trademarks, trade names and service marks and registrations thereof and applications therefor that are included within the Seller Intellectual Property. Schedule 2.3(a) of the Seller Disclosure Schedule identifies the owner of each item listed thereon and, in the case of registration and applications, the application or registration number and date. Except as set forth on Schedule 2.2(c), no consents or approvals of, or notices to, or filings, registrations or qualifications with, any third Person and no consents or waivers from, or notices to, any other parties, are required for Seller’s transfer of all Seller Intellectual Property to Buyer pursuant to this Agreement.

(b) Seller is the sole and exclusive owner or a licensee of all of the Seller Intellectual Property. All of the Seller Intellectual Property will be owned or available for use by Buyer on terms and conditions immediately following the Closing Date identical to the terms and conditions pertaining to Seller immediately prior to the Closing Date. Seller has taken reasonable measures to protect the proprietary nature of the Seller Intellectual Property and to maintain in confidence the trade secrets and confidential information that it owns or uses. No other Person has any rights to any item of the Seller Intellectual Property or has any rights to any of the Seller Intellectual Property, except that the items of the Seller Intellectual Property identified in Schedule 2.3(a) of the Seller Disclosure Schedule as licensed to Seller are owned by the respective owners identified in Section 2.3, and, to the knowledge of Seller, no Person is infringing, violating or misappropriating any of the Seller Intellectual Property.

(c) Except in regard to the use of the Seller’s Content for which the terms of service provide a license, no item of the Seller Intellectual Property used by Seller or any of its Subsidiaries is owned by a party other than Seller.

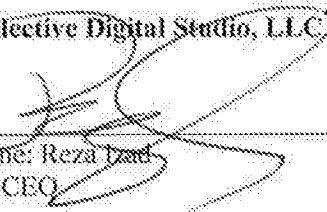
2.4. Title to Purchased Assets. Seller has good, valid, complete, effective, rightful, indefeasible and marketable title to all the Purchased Assets, free and clear of any and all Encumbrances. Upon the Closing Date and the transfer of the Purchased Assets from Seller to Buyer hereunder, as provided in this Agreement, good, valid, complete, effective, rightful, indefeasible and marketable title to all the Purchased Assets shall vest in Buyer, free and clear of all Encumbrances.

2.5. [REDACTED]

2.6. [REDACTED]

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Asset Purchase Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

Collective Digital Studio, LLC

By:   
Name: Reza Dand  
Its: CEO

MetaCafe LLC


By: \_\_\_\_\_  
Name: Matthew Hopkins  
Its: CEO

IN WITNESS WHEREOF, each of Buyer and Seller has caused this Asset Purchase Agreement to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

**Collective Digital Studio, LLC**

By: \_\_\_\_\_  
Name: Reza Izad  
Its: CEO

**MetaCafe LLC**

By:  \_\_\_\_\_  
Name: Matthew Hopkins  
Its: CEO

**Schedule 2.3(a)**  
Intellectual Property

1. [REDACTED]

2. [REDACTED]

3. The Seller has registered, owns, or has registrations pending for the following trademarks:

| Mark     | Country            | Application Number & Application Date | Registration Number & Registration Date | Status     | Class            |
|----------|--------------------|---------------------------------------|-----------------------------------------|------------|------------------|
| METACAFE | Australia          | 962611<br>7/2/2007                    | 1244590<br>7/2/2007                     | Registered | 9,35,38,41,42    |
| METACAFE | Brazil             | 829207740<br>7/2/2007                 |                                         | Allowed    | 38               |
| METACAFE | Brazil             | 829207643<br>7/2/2007                 |                                         | Pending    | 41               |
| METACAFE | Canada             | 1344286<br>4/20/2007                  | 763029<br>3/31/2010                     | Registered |                  |
| METACAFE | China              | 962611<br>7/2/2007                    | 962611<br>7/2/2007                      | Registered | 9,35,38,41,42    |
| METACAFE | European Community | 5852462<br>4/24/2007                  | 5852462<br>10/31/2011                   | Registered | 9,35,38,41,42,45 |
| WIKICAFE | European Community | 7434962<br>12/2/2008                  | 7434962<br>2/22/2010                    | Registered | 9,41,42          |
| METACAFE | India              | 1574892<br>7/2/2007                   |                                         | Pending    | 38               |



|          |                                    |                     |                         |            |               |
|----------|------------------------------------|---------------------|-------------------------|------------|---------------|
| METACAFE | India                              | 1574893<br>7/2/2007 |                         | Pending    | 41            |
| METACAFE | India                              | 1574891<br>7/2/2007 |                         | Pending    | 9             |
| METACAFE | Israel                             | 201749<br>7/1/2007  | 201749<br>1/22/2009     | Registered | 38            |
| METACAFE | Israel                             | 201750<br>7/1/2007  | 201750<br>1/22/2009     | Registered | 41            |
| METACAFE | Israel                             | 201748<br>7/1/2007  | 201748<br>1/22/2009     | Registered | 9             |
| METACAFE | Japan                              | 962611<br>7/2/2007  | 962611<br>7/2/2007      | Registered | 9,35,38,41,42 |
| METACAFE | Madrid<br>Protocol<br>Registration | 962611<br>7/2/2007  | 962611<br>7/2/2007      | Registered | 9,35,38,41,42 |
| METACAFE | Mexico                             | 865419<br>7/1/2007  | 1014330<br>11/28/2007   | Registered | 41            |
| METACAFE | Mexico                             | 865418<br>7/1/2007  | 1012162<br>11/20/2007   | Registered | 9             |
| METACAFE | Morocco                            | 962611<br>7/2/2007  | 962611<br>7/2/2007      | Registered | 9,35,38,41,42 |
| METACAFE | Norway                             | 962611<br>7/2/2007  | 962611<br>7/2/2007      | Registered | 9,35,38,42    |
| METACAFE | Singapore                          | 962611<br>7/2/2007  | T0807455E<br>7/2/2007   | Registered | 9,38,41,42    |
| METACAFE | Turkey                             | 962611<br>7/2/2007  | 962611<br>7/2/2007      | Registered | 9,35,38,41,42 |
| METACAFE | United<br>States of<br>America     | 77/075,394 1/3/2007 | 3,524,764<br>10/28/2008 | Registered | 35, 45        |
| METACAFE | United<br>States of<br>America     | 77/074,373 1/2/2007 | 3,285,344<br>8/28/2007  | Registered | 38            |

|          |                          |                         |                        |            |    |
|----------|--------------------------|-------------------------|------------------------|------------|----|
| METACAFE | United States of America | 77/074,387 1/2/2007     | 3,285,345<br>8/28/2007 | Registered | 41 |
| WIKICAFE | United States of America | 77/532,036<br>7/25/2008 | 3,586,394<br>3/10/2009 | Registered | 42 |