

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448055

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RadiumOne, Inc.		06/26/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	R1Demand, LLC		
Street Address:	251 Kearny Street		
Internal Address:	2nd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3831256	GWALLET	
Registration Number:	4471349	PO.ST	
Registration Number:	4158724	SHAREGRAPH	
Registration Number:	4109749	RADIUMONE	
Registration Number:	4508907	PO.ST	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<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>			
Phone:	650-493-9300		
Email:	trademarks@wsgr.com		
Correspondent Name:	Wilson Sonsini Goodrich & Rosati		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	36877.900 msun/CK9		
NAME OF SUBMITTER:	John L. Slafsky		
SIGNATURE:	/John Slafsky/		
DATE SIGNED:	10/20/2017		

CH \$140.00 3831256

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (together with Schedule A, this “Agreement”) is made and entered into effective as of June 26, 2017 (the “Effective Date”) by and between, RadiumOne, Inc., a Delaware corporation, with its principal place of business at 601 Montgomery Street, Suite 1600, San Francisco, CA 94111 (“Assignor”), and R1Demand, LLC, a Delaware limited liability company, with its principal place of business at 251 Kearny Street, 2nd Floor, San Francisco, CA 94108 (“Assignee”). Assignor and Assignee are referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor is the owner of the trademarks and trademark registrations identified on Schedule A hereto (collectively, the “Trademarks”);

WHEREAS, Assignor and Assignee, together with their affiliates, have entered into an Asset Purchase Agreement, dated as of the date hereof, by and between RhythmOne plc, a public limited company incorporated under the laws of England and Wales, Assignee, Assignor and the other parties thereto (the “Asset Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to irrevocably sell, assign, transfer, convey, and deliver to Assignee, and Assignee has agreed to purchase and assume from Assignor, certain specified assets, including the Trademarks; and

WHEREAS, Assignor and Assignee now desire to enter into this Agreement to effect the transfer and assignment to Assignee of the Trademarks and associated goodwill as provided for herein and in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in the Asset Purchase Agreement and below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee agree as follows.

1. Conveyance. Effective as of the Effective Date, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignor does hereby irrevocably sell, assign, transfer, convey, and deliver to Assignee, and Assignee hereby accepts, (i) all of Assignor’s right, title, and interest in, to and under the Trademarks, (ii) any and all rights, priorities, and privileges of Assignor related to the Trademarks that may be provided under the laws of the United States and all other state or foreign laws, multinational law, compact, treaty, protocol convention, or organization, (iii) with respect to all of the foregoing, the goodwill appurtenant thereto, (iv) all rights to collect royalties and proceeds in connection with any of the foregoing ((i)-(iv) above, the “Assigned Trademarks”), (v) all rights to prosecute and maintain any of the foregoing, and (vi) rights to sue and bring other claims for past, present and future infringement, misappropriation, or other violation of any of the foregoing and all rights to recover and retain damages (including attorneys’ fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests that any applicable governmental entity or registrar (including any applicable foreign or international office or registrar), record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

a. Upon Assignee’s reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all the instruments and documents and shall take all the actions

reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Agreement.

b. If Assignee is unable for any reason to secure Assignor's signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Agreement, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents as Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor for the sole purpose of taking all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Agreement and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Agreement may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party has signed one or more counterparts, and delivered them (by facsimile or otherwise) to the other party.

6. Asset Purchase Agreement Controls. This Agreement is provided pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. Nothing contained in this Agreement shall be deemed to modify, supersede, enlarge, or affect the rights of any person under the Asset Purchase Agreement. If any provision of this Agreement is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

7. Amendment and Waiver. Any provision of this Agreement may be amended or waived only in a writing signed by Assignor and Assignee. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

8. Headings; No Strict Construction. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person (as defined in the Asset Purchase Agreement).

9. Governing Law. This Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution, or performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

RIDEMAND, LLC

By: 

Name: Richard O'Connor
Title: Authorized Person

RADIUMONE, INC.

By: _____

Name: William B. Lonergan
Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

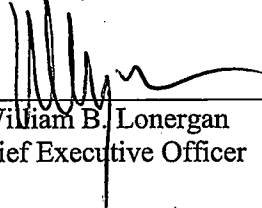
TRADEMARK
REEL: 006186 FRAME: 0952

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

R1DEMAND, LLC

By: _____
Name: Richard O'Connor
Title: Authorized Person

RADIUMONE, INC.

By:  _____
Name: William B. Lonergan
Title: Chief Executive Officer

SCHEDULE A

Assigned Trademarks

Country	Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
Australia	RADIUMONE	Registered	1414129	03/15/11	1414129	10/14/11
E.U.	RADIUMONE	Registered	009815069	03/16/11	009815069	03/16/11
US	GWALLET	Registered	77901682	12/28/09	3831256	08/10/10
US	PO.ST	Registered	85461901	11/01/11	4471349	01/21/14
US	SHAREGRAPH	Registered	85257970	03/04/11	4158724	06/12/12
US	RADIUMONE	Registered	85151665	10/13/10	4109749	03/06/12
US	PO.ST	Registered	85690483	07/30/12	4508907	04/08/14