

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM487308

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Co-Existence Agreement with First Right of Refusal		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Digital Marketing, Inc.		04/26/2002	Corporation: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Digimarc Corporation		
<b>Street Address:</b>	9405 SW Gemini Drive		
<b>City:</b>	Beaverton		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97008		
<b>Entity Type:</b>	Corporation: OREGON		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2025757	DIGIMARK	
<b>Registration Number:</b>	2600028	DIGIMARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5035955301		
<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>	5035955300		
<b>Email:</b>	ptotmdocket@klarquist.com		
<b>Correspondent Name:</b>	David P. Petersen		
<b>Address Line 1:</b>	121 SW Salmon Street		
<b>Address Line 2:</b>	One World Trade Center, Suite 1600		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	4830-61332-01		
<b>NAME OF SUBMITTER:</b>	David P. Petersen		
<b>SIGNATURE:</b>	/David P. Petersen/		
<b>DATE SIGNED:</b>	08/23/2018		
<b>Total Attachments: 10</b>			
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**CO-EXISTENCE AGREEMENT**

This Agreement is entered into by and between Digimarc Corporation, having a place of business at 19801 SW 72<sup>nd</sup> Ave., Suite 250, Tualatin, Oregon 97062 (hereinafter "Digimarc") and Digital Marketing, Inc., having a place of business at 3042 Mitchellville Road, Bowie, Maryland 20716-1388 (hereinafter "DigiMark"). This Agreement is effective as of the date of signing by the last of the parties to sign below.

**BACKGROUND**

A. Digimarc is the owner of a U.S. federal registration and of a number of U. S. applications for marks which include the term "Digimarc", alone or in combination with other terms. These include the following:

1. U.S. Registration No. 2,085,032 for the mark DIGIMARC;
2. U.S. Application No. 78/003,602 for the mark DIGIMARC, which has been allowed;
3. U.S. Application No. 78/003,597 for the mark DIGIMARC;
4. U.S. Application No. 78/003,603 for the mark DIGIMARC MEDIABRIDGE;
5. U.S. Application No. 76/376,737 for the mark DIGIMARC ID SYSTEMS, filed February 27, 2002;
6. U.S. Application No. 76/377,256 for the mark DIGIMARC, filed March 1, 2002;
7. U.S. Application No. 76/376,735 for the service mark DIGIMARC, filed February 27, 2002;
8. U.S. Application No. 76/376,736 for the mark DIGIMARC ID SYSTEMS, filed February 27, 2002; and

9. U.S. Application No. 76/376,738 for the mark DIGIMARC, filed February 27, 2002.

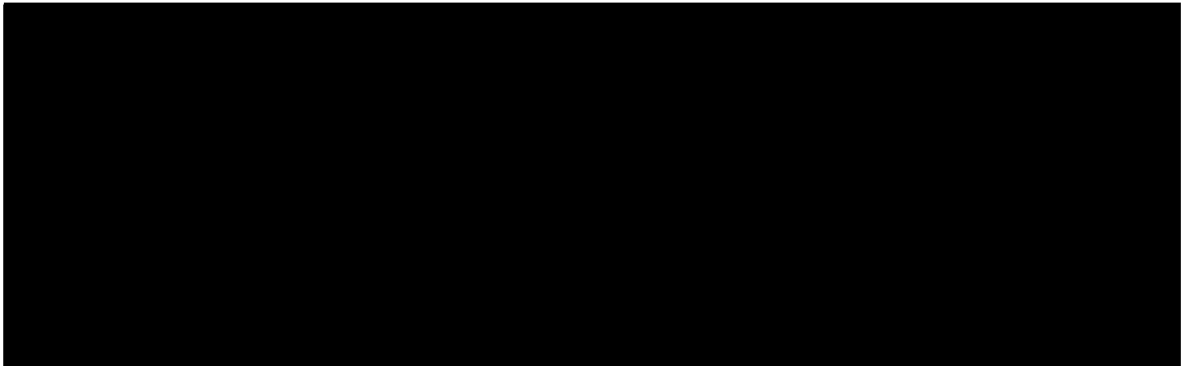
Information concerning this registration and these applications is attached hereto as Exhibit A. The parties acknowledge and understand that some of the definitions of goods and services set forth in Exhibit A may have been changed as a result of prosecution of these applications in the Patent and Trademark Office. This registration and the above-identified applications are sometimes hereinafter referred to as the "Digimarc U.S. Federal Filings".

B. DigiMark is the owner of one federal registration and one pending federal registration application for the mark DIGIMARK. These include the following:

1. U.S. Registration No. 2,025,757 for the mark DIGIMARK; and
2. Pending Application Serial No. 75/892,605 for the mark DIGIMARK, this latter application having been approved by the Patent and Trademark Office for publication.

Exhibit B contains information concerning this registration and pending application, which are hereinafter sometimes hereinafter referred to as the "DigiMark U. S. Federal Filings".

Now, therefore, the parties agree as follows:

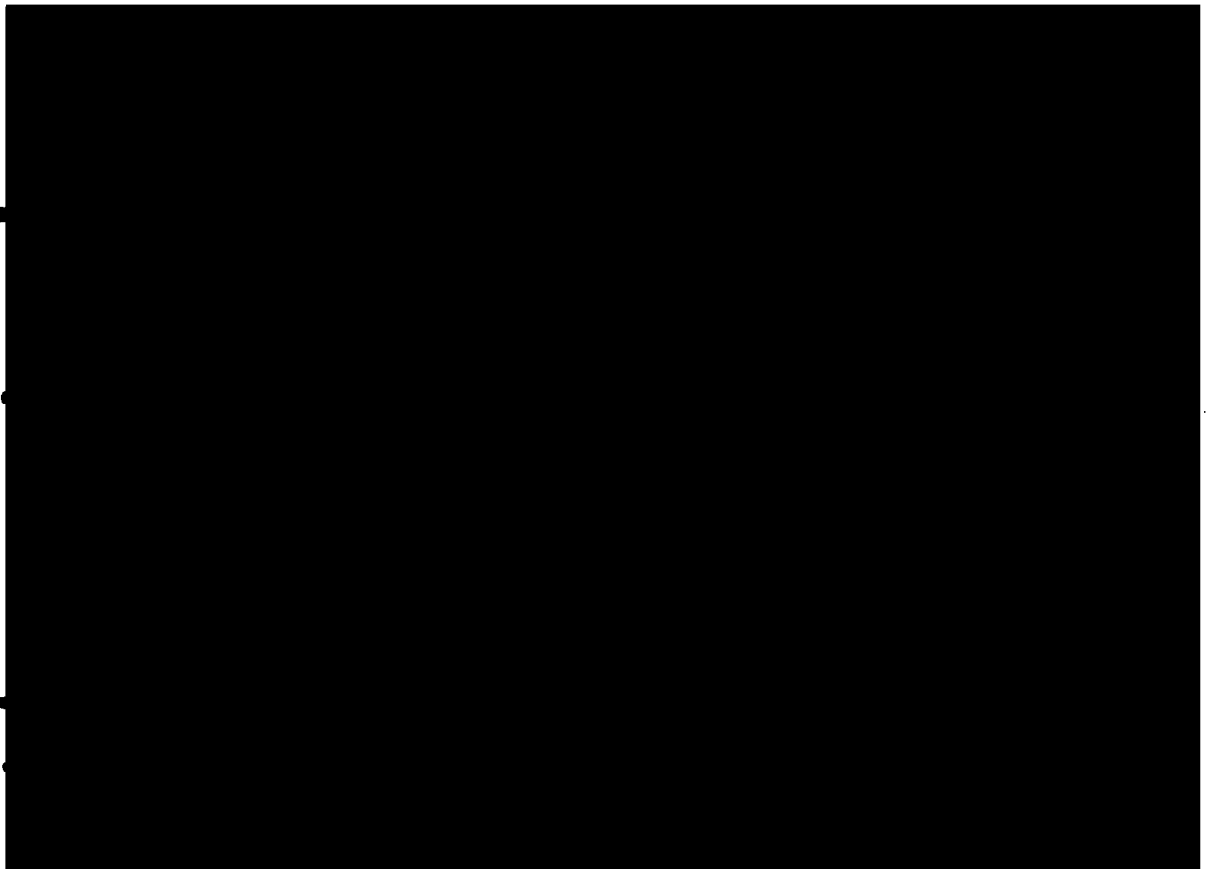


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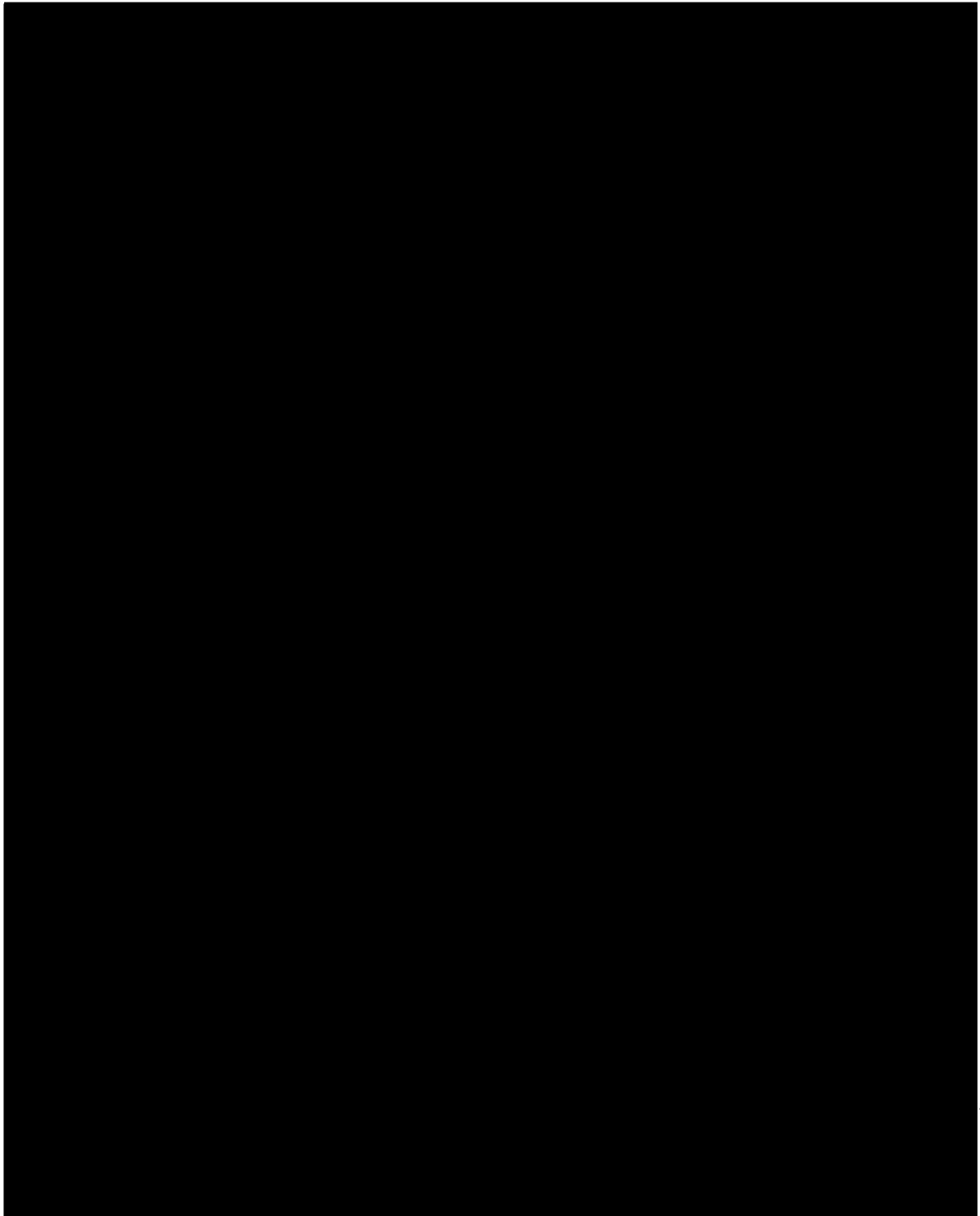
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5. DigiMark has no objection to Digimarc's use or registration of DIGIMARC as a business name, trademark and/or service mark, alone or in combination with any other words (except other words and/or logos that are confusingly similar to other DigiMark names and/or marks in which DigiMark has superior rights) in the United States of America in connection with any of the Digimarc Goods and Services. DigiMark has no objection to Digimarc's use of any domain name which includes the letter string "digimarc," including, but not limited to, digimarc.com and/or the operation of a web site which uses DIGIMARC for any of the Digimarc Goods and Services. DigiMark also specifically consents to the issuance of the Digimarc U.S. Federal Filings. DigiMark will not petition to cancel, oppose, or object to or otherwise interfere with the issuance and/or maintenance of the Digimarc U.S. Federal Filings and, if a petition to cancel or any other challenge or action has been filed by DigiMark against a Digimarc Federal Filing or which is inconsistent with this Agreement, DigiMark agrees to promptly withdraw or abandon the same. Digimarc shall provide a written consent to any such withdrawal or abandonment if requested by DigiMark.

6. DigiMark agrees not to use the name or mark DIGIMARC and agrees not to register or attempt to register DIGIMARC as a domain name or otherwise. If any such registrations exist, DigiMark agrees to promptly and expressly cancel the same. DigiMark shall not object to

any use in the United States of America by Digimarc of the mark and/or name DIGIMARC, alone or in combination with other terms, provided that such other terms are not confusingly similar to another mark or name owned by DigiMark and in which DigiMark has superior rights, for Digimarc Goods and Services.

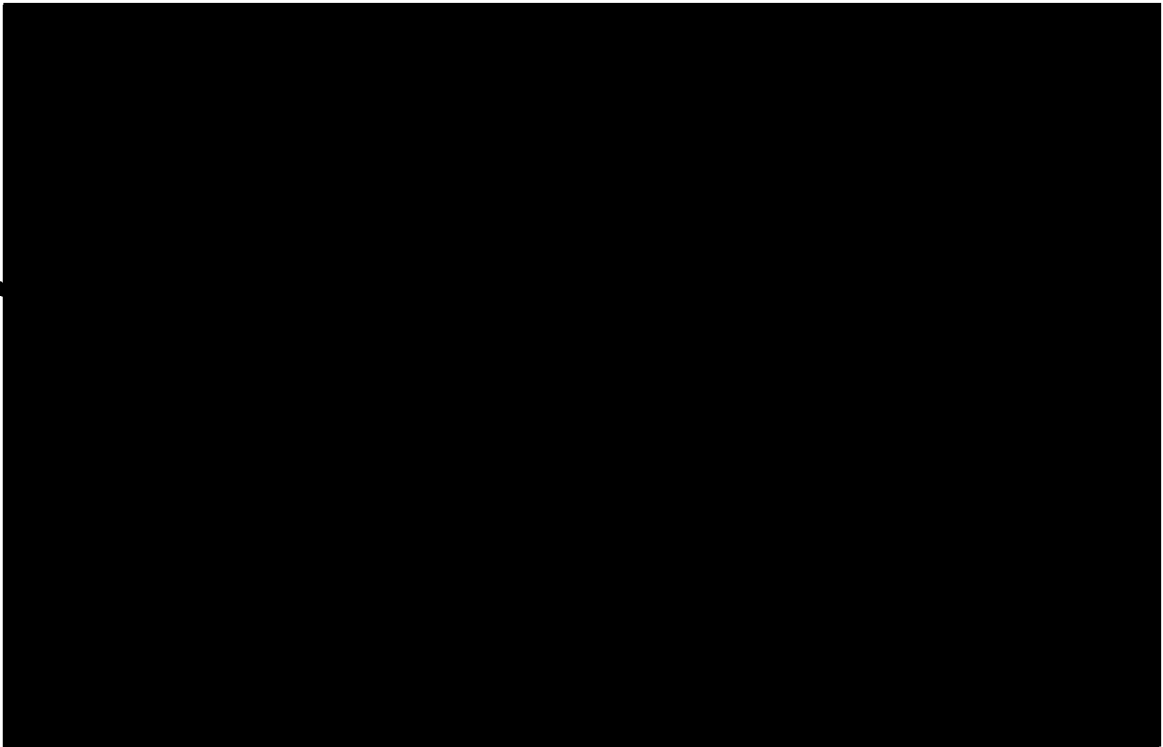


9. This agreement is transferable by either party to any successors and assigns and by any such successors and assigns without requiring the consent of the other party and shall be binding on any such successors and assigns. Each party and any such successors and assigns may sublicense its rights under this Agreement. DigiMark agrees to give Digimarc a first right of refusal on the same terms and conditions as being offered to any successor, assign or sublicensee of any rights in and to the name and/or mark DIGIMARK or any domain name comprising the word "digimark". DigiMark shall provide Digimarc written notice of the terms



of any such transfer and/or sublicense. Digimarc shall have thirty (30) days following the receipt of such notice in which to provide written notice to DigiMark that Digimarc elects to exercise such option. Upon Digimarc's election to exercise such option, the parties shall then cooperate in good faith with the goal of completing the transaction. This first right of refusal shall terminate upon such time as Digimarc fails to elect to exercise its first right of refusal in connection with a bonafide transfer or sublicense by DigiMark to a third party who is unaffiliated with DigiMark and is unrelated to any principal of DigiMark.

10. In consideration for this Agreement, Digimarc agrees to pay DigiMark the sum of



11. The parties agree for no further consideration or payment to execute such further documents, instruments or confirmations as may be reasonably required by the other party and which are consistent with the terms of this Agreement, including, but not limited to assignments

of registrations. Each party acknowledges and agrees that the other party may submit an original counterpart or a copy of this Co-Existence Agreement to the United States Patent and Trademark Office.

12. If DigiMark abandons all uses of the term DIGIMARK for a period of two or more years, or if DigiMarc abandons all uses of the term DIGIMARC for a period of two or more years, the restrictions set forth in this Agreement shall no longer apply to the activities of the parties. However, DigiMark shall not be required to repay any sums received under this Agreement.

13. This Agreement may be terminated in the event of a material breach by either party upon sixty (60) days prior written notice to the breaching party, provided, however, if the material breach is cured within such sixty (60) day notice period, the Agreement shall not be terminated. Any termination of this Agreement shall not affect the rights that DigiMark has in its mark and name DIGIMARK and that DigiMarc has in its mark and name DIGIMARC as of the date of termination. The parties shall, however, be liable to the other party for any damages caused by the breach.

14. Each party has been advised by counsel in connection with this Agreement. This Agreement has resulted from negotiations between the parties. The terms of this Agreement are not to be construed more favorable to one party or the other based on the party which drafted the Agreement.

15. No modification, variation or amendment of this Agreement shall be effective without the written consent of both parties hereto. A failure of either party to this Agreement to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way affect the full right to require such

performance at any time thereafter. No waiver shall be deemed a waiver of any other breach of the same or any other term or condition hereof.

16. All notices or other communications required or permitted to be given or delivered under this Agreement shall be in writing and shall be sufficiently given to a party if delivered personally or mailed by registered or certified mail, postage prepaid, return receipt requested, or by overnight delivery by a nationally-recognized courier, to the address set forth above and to the attention of the person who has signed below, or to such other address or person as either party may from time to time designate to the other by notice in writing. Any such notice or other communication shall be deemed to be given as of the date it is personally delivered, five (5) days after its being deposited in the United States mail, or one (1) day after being deposited with a nationally recognized courier for overnight delivery.

17. If any one or more provisions of this Agreement shall for any reason be held by any tribunal of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and each invalid, illegal or unenforceable provision shall be treated by the tribunal as modified to the least extent necessary to rectify its invalidity, illegality or unenforceability and shall be enforced as so modified.

18. In any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to all costs and expenses associated with the resolution of such dispute (whether through negotiation, litigation or alternative dispute resolution), including without limitation, reasonable attorneys' fees.

19. Neither DigiMark or Digimarc shall be deemed in breach of this Agreement to the extent that its performance of its obligations or attempts to cure any breach are delayed or prevented as a result of any event or circumstance beyond the party's control, including but not

limited to, any act of God, war, riots, terrorist acts, fire, flood, explosion or other natural disaster, or strike, lockout, or other labor dispute.

20. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

Each party represents and warrants to the other party that the undersigned individuals are duly authorized to execute this Agreement on behalf of their respective organizations.

DIGIMARC CORPORATION

By: [Signature]  
Name: William J. Conwell  
Title: IP Intellectual Property  
Date: 4/26/2002

DIGITAL MARKETING, INC.

By: [Signature]  
Name: Gary L. Goldberg  
Title: President  
Date: 4/17/2002