

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM530101

<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>
AdParlor Holdings, Inc.		07/01/2019	Corporation: DELAWARE
AdParlor International, Inc.		07/01/2019	Corporation: DELAWARE
AdParlor Media, Inc.		07/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AdParlor Acquisition, LLC		
<b>Street Address:</b>	300 Vessey Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10282		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4373490	ADPARLOR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7145135130		
<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>	714-424-2822		
<b>Email:</b>	pfowlie@sheppardmullin.com		
<b>Correspondent Name:</b>	Pamela Fowlie / Sheppard Mullin		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Fourth Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	65BX-298795		
<b>NAME OF SUBMITTER:</b>	Carlo F. Van den Bosch		
<b>SIGNATURE:</b>	/cfv/		
<b>DATE SIGNED:</b>	07/01/2019		
<b>Total Attachments: 5</b>			

CH \$40.00 4373490

source=Dorothy - Exhibit B - IP Assignment Agreement#page1.tif  
source=Dorothy - Exhibit B - IP Assignment Agreement#page2.tif  
source=Dorothy - Exhibit B - IP Assignment Agreement#page3.tif  
source=Dorothy - Exhibit B - IP Assignment Agreement#page4.tif  
source=Dorothy - Exhibit B - IP Assignment Agreement#page5.tif

## ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this “Assignment”) is entered into as of July 1, 2019, by and among AdParlor Holdings, Inc., a Delaware corporation, AdParlor International, Inc., a Delaware corporation, AdParlor Media, Inc., a Delaware corporation (each, an “Assignor”, and collectively, the “Assignors”), and AdParlor Acquisition, LLC, a Delaware limited liability company (“Assignee”).

### RECITALS

A. The Assignors collectively own all the trademarks, trademark applications, patents and patent applications, copyrights and copyright applications set forth on Exhibit A, and all registrations, issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, renewals, and analogous variants thereof (the “Intellectual Property Assets”).

B. Under the terms of that certain Asset Purchase Agreement, dated June 17, 2019 (the “Purchase Agreement”), by and among Assignee, Fluent Media Canada, Inc., a British Columbia corporation, the Assignors, AdParlor Media ULC, a British Columbia unlimited liability company, and v2 Ventures Group LLC, a Delaware limited liability company, the Assignors have agreed to assign the Intellectual Property Assets to Assignee, subject to the terms hereof. Capitalized terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Each Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee and Assignee hereby accepts all of said Assignor’s entire right, title and interest in and to the Intellectual Property Assets, together with all common law rights; trade name rights; rights of any kind whatsoever of said Assignor accruing thereunder provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect thereto; claims, causes of action and rights to recover with respect thereto, whether accruing before, on and/or after the date hereof, including all claims, causes of action and rights for damages and payments, restitution and injunctive and other legal and equitable relief for past, present or future infringements, violations, misuses or misappropriations, breaches or defaults thereof and the goodwill associated with the Intellectual Property Assets.

2. The Assignee’s Use and Enjoyment. The rights, title and interest assigned under Section 1 shall be for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the applicable Assignor if this Assignment had not been made.

3. Rights to Record. Each Assignor hereby grants Assignee powers of attorney to file this Assignment before the relevant intellectual property authorities of any countries to effect the

assignment of Intellectual Property Assets hereunder in the name of Assignee. Each Assignor hereby authorizes the officials of any such entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. Following the date hereof, each Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and other legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee or any assignee or successor thereto.

4. No Further Use. The Assignors hereby covenant and agree that they shall cease and refrain from all use of all rights, title and interests assigned under Section 1 in all countries of the world as of the date hereof.

5. Conflicts and Inconsistencies. This Assignment is executed and delivered by the Assignors pursuant to the Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth herein shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions herein and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, without regard to the principles of conflicts of law thereof (to the extent that the application of the laws of another jurisdiction would be required thereby).

7. Further Assurances. Following the date hereof, each Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and other legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee or any assignee or successor thereto.

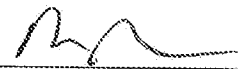
8. Successors and Assigns. Any assignment in violation of this provision will be void. This Assignment will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and it will not be necessary in making proof of this Assignment or the terms of this Assignment to produce or account for more than one of such counterparts. All counterparts shall constitute one and the same instrument. Each party may execute this Assignment via a facsimile (or transmission of a PDF file) of a counterpart of this Assignment. In addition, facsimile or PDF signatures of authorized signatories of any party shall be valid and binding and delivery of a facsimile or PDF signature by any party shall constitute due execution and delivery of this Assignment.


IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property Assets as of the date first above written.

**ASSIGNORS**

**AdParlor Holdings, Inc.**

By:   
Name: Marco Ilardi  
Title: President

**AdParlor International, Inc.**

By:   
Name: Marco Ilardi  
Title: President

**AdParlor Media, Inc.**

By:   
Name: Marco Ilardi  
Title: President

**ASSIGNEE**

**AdParlor Acquisition, LLC**

By: \_\_\_\_\_  
Name: Ryan Schulke  
Title: Chief Executive Officer

[Signature Page to Assignment of Intellectual Property Assets]

IN WITNESS WHEREOF, the parties have executed this Assignment of Intellectual Property Assets as of the date first above written.

**ASSIGNORS**

**AdParlor Holdings, Inc.**

By: \_\_\_\_\_  
Name: Marco Hardi  
Title: President

**AdParlor International, Inc.**

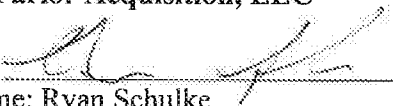
By: \_\_\_\_\_  
Name: Marco Hardi  
Title: President

**AdParlor Media, Inc.**

By: \_\_\_\_\_  
Name: Marco Hardi  
Title: President

**ASSIGNEE**

**AdParlor Acquisition, LLC**

By:  \_\_\_\_\_  
Name: Ryan Schulke  
Title: Chief Executive Officer

## Exhibit A

### Intellectual Property Assets

#### Registered Trademarks

Owner	Mark	Country	Application Number	Filing Date	Registration Number	Registration Date
AdParlor Media, Inc.	ADPARLOR	U.S.	85625743	5/15/2012	4373490	7/23/2013
AdParlor Media, Inc.	ADPARLOR	MADRID PROTOCOL		10/31/2012	1144497	10/31/2012
AdParlor Media, Inc.	ADPARLOR (Class 35)	ARGENTINA	3204934	11/7/2012	2.626.147	1/27/2014
AdParlor Media, Inc.	ADPARLOR (Class 42)	ARGENTINA	3204935	11/7/2012	2.626.148	1/27/2014
AdParlor Media, Inc.	ADPARLOR	AUSTRALIA	1144497	10/31/2012	1536177	5/15/2013
AdParlor Media, Inc.	ADPARLOR (Class 35)	BRAZIL	840323697	11/7/2012	840323697	9/1/2015
AdParlor Media, Inc.	ADPARLOR (Class 42)	BRAZIL	840323719	11/7/2012	840323719	9/1/2015
AdParlor Media, Inc.	ADPARLOR	CANADA	1600977	11/2/2012	TMA886.216	9/19/2014
AdParlor Media, Inc.	ADPARLOR	SWITZERLAND	1144497	10/31/2012	1144497	10/31/2012
AdParlor Media, Inc.	ADPARLOR	CHINA	1144497	10/31/2012	1144497	10/31/2012
AdParlor Media, Inc.	ADPARLOR (Class 35)	COLOMBIA	201231146	10/31/2012	2649-13	7/23/2013
AdParlor Media, Inc.	ADPARLOR (Class 42)	COLOMBIA	201231147	10/31/2012	2648-13	7/23/2013
AdParlor Media, Inc.	ADPARLOR (Class 35)	ECUADOR	2012-31146-RE	11/14/2012	2649-13	7/23/2013
AdParlor Media, Inc.	ADPARLOR (Class 42)	ECUADOR	2012-31147-RE	11/14/2012	2648-13	7/23/2013
AdParlor Media, Inc.	ADPARLOR	EUROPEAN UNION	1144497	10/31/2012	1144497	10/31/2012
AdParlor Media, Inc.	ADPARLOR	HONG KONG	302424870	11/5/2012	302424870	11/5/2012
AdParlor Media, Inc.	ADPARLOR (Class 35)	INDONESIA	J00.2012.053734	11/7/2012	IDM000469661	4/15/2015
AdParlor Media, Inc.	ADPARLOR (Class 42)	INDONESIA	J00.2012.053733	11/7/2012	IDM000469801	4/15/2015
AdParlor Media, Inc.	ADPARLOR	ISRAEL	1144497	10/31/2012	1144497	10/31/2012
AdParlor Media, Inc.	ADPARLOR	INDIA	2421796	11/2/2012	2421796	9/30/2016
AdParlor Media, Inc.	ADPARLOR	JAPAN	1144497	10/31/2012	1144497	10/11/2013
AdParlor Media, Inc.	ADPARLOR	REPUBLIC OF KOREA	1144497	10/31/2012	1144497	10/31/2012
AdParlor Media, Inc.	ADPARLOR (Class 35)	MEXICO	1324854	11/9/2012	1353363	3/7/2013
AdParlor Media, Inc.	ADPARLOR (Class 42)	MEXICO	1324855	11/9/2012	1358130	3/26/2013
AdParlor Media, Inc.	ADPARLOR	NEW ZEALAND	968113	11/1/2012	968113	5/2/2013
AdParlor Media, Inc.	ADPARLOR	RUSSIAN FEDERATION	1144497	10/31/2012	1144497	10/31/2012
AdParlor Media, Inc.	ADPARLOR	SINGAPORE	1144497	10/31/2012	T1301071C	10/31/2012
AdParlor Media, Inc.	ADPARLOR	TURKEY	1144497	10/31/2012	1144497	7/31/2014
AdParlor Media, Inc.	ADPARLOR	TAIWAN R.O.C.	101062759	11/5/2012	01628999	2/16/2014
AdParlor Media, Inc.	ADPARLOR	SOUTH AFRICA	2012/29732-3	11/9/2012	2012/29732	8/29/2014
AdParlor Media, Inc.	ADPARLOR	SOUTH AFRICA	2012/29732-3	11/9/2012	2012/29733	8/29/2014
AdParlor Media, Inc.	ADPARLOR	International Bureau (WIPO)	1144497	10/31/2012	1144497	10/31/2012