

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542565

<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>
Viewster AG		01/31/2019	Corporation: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cinedigm Corp.		
<b>Street Address:</b>	902 Broadway		
<b>Internal Address:</b>	9th floor		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86329935	HOTSCORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128087897		
<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>	212 808 7800		
<b>Email:</b>	trademarks@kelleydrye.com		
<b>Correspondent Name:</b>	Andrea L. Calvaruso and Patricia Werner		
<b>Address Line 1:</b>	101 Park Avenue		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10178		
<b>NAME OF SUBMITTER:</b>	Patricia L. Werner, Esq.		
<b>SIGNATURE:</b>	/patricialwerner/		
<b>DATE SIGNED:</b>	09/25/2019		
<b>Total Attachments: 8</b>			
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## Intellectual Property Assignment

This Intellectual Property Assignment Agreement (this “**IP Assignment**”), dated as of January 31, 2019, is made by Viewster AG, a corporation incorporated under the laws of Switzerland (“**Assignor**”), in favor of Cinedigm Corp., a Delaware corporation (“**Assignee**”), pursuant to the Asset Purchase Agreement dated of December 10, 2018 and as amended by the First Amendment to Asset Purchase Agreement dated as of January 22, 2019 (as so amended, the “**Purchase Agreement**”), by and among Assignor, Assignee and video intelligence AG, a corporation incorporated under the laws of Switzerland. Any capitalized term used but not defined herein shall have the meaning ascribed to the term in the Purchase Agreement.

**WHEREAS**, under the terms of the Purchase Agreement, Assignor agreed to convey, transfer and assign to Assignee, among other things, the Transferred Intellectual Property;

**WHEREAS**, Assignor has agreed to execute and deliver this IP Assignment for recording with, as applicable, the United States Patent and Trademark Office, the United States Copyright Office, and any corresponding entities or agencies in any applicable jurisdictions; and

**WHEREAS**, it is a condition precedent to the Closing that Assignor and Assignee execute and deliver this IP Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor’s right, title and interest in and to the Transferred Intellectual Property, including but not limited to:

a. the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

b. the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

c. the copyright registrations and applications for registration set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”);

d. all rights of any kind whatsoever of Assignor accruing under any of the Transferred Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

e. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Transferred Intellectual Property; and

f. any and all claims and causes of action, with respect to the Transferred Intellectual Property, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes, as applicable, the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment. Following the date hereof, Assignor shall take such steps and actions and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and 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 Transferred Intellectual Property to Assignee, or any assignee or successor thereto.

3. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. **No Modification of Purchase Agreement.** Nothing in this IP Assignment shall be construed to be a modification of, or limitation on, any provision of the Purchase Agreement, including the representations, warranties and agreements set forth therein. If any conflict exists between the terms of this IP Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control.

5. **Governing Law.** This Agreement, all relationships among the Parties hereunder and all disputes and proceedings (in contract, tort or otherwise) arising out of or relating to any of the foregoing shall be governed by, and construed in accordance with, and enforced in accordance with, the Laws of the State of New York, without giving effect to any choice or conflict of law provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

6. **Counterparts; Electronic Signatures.** This Agreement may be executed in multiple counterparts, all of which taken together will be deemed one original. A counterpart of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments,

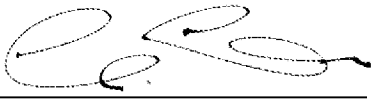
conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed as of the date first written above.

**ASSIGNOR:**

VIEWSTER AG

By: 

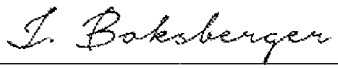
Name: Kai Henniges  
Title: Chief Executive Officer

**ASSIGNEE:**

CINEDIGM CORP.

By: \_\_\_\_\_

Name: Christopher McGurk  
Title: Chairman & CEO

By: 

Name: Jörg Boksberger  
Title: Chief Operating Officer

IN WITNESS WHEREOF, the Parties have caused this IP Assignment to be duly executed as of the date first written above.

**ASSIGNOR:**

VIEWSTER AG

By: \_\_\_\_\_

Name: Kai Henniges

Title: Chief Executive Officer

**ASSIGNEE:**

CINEDIGM CORP.

By:  \_\_\_\_\_

Name: Christopher McGurk

Title: Chairman & CEO

By: \_\_\_\_\_

Name: Jörg Boksberger

Title: Chief Operating Officer

**TRADEMARK**

**REEL: 006754 FRAME: 0860**

**Schedule 1**

**Assigned Patents and Patent Applications**

Patents

None.

Patent Applications

None.



## Schedule 2

### Assigned Trademarks and Trademark Applications

#### Trademarks

No.	Owner	Type	Classes	Confirmation Date	Area	Status	Term
1	Viewster AG	Viewster Logo / Brand / Mark	3	12/23/2014	Japan	Accepted & Active	∞
2	Viewster AG	Viewster Logo / Brand / Mark	09,35,38,41,42	3/3/2011	Swiss / Europe	Accepted & Active	∞
3	Viewster AG	Viewster Logo / Brand / Mark	35,38,41,42	3/3/2011	US	Accepted & Active	∞
4	Viewster AG	Viewster Logo / Brand / Mark	35	1/19/2015	Australia	Accepted & Active	∞
5	Viewster AG	Viewster Logo / Brand / Mark	09,35,38,41,42	5/15/2015	Singapore	Accepted & Active	∞
6	Viewster AG	Viewster Name	09,35,38,41,42	3/13/2012	Worldwide	Accepted & Active	∞
7	Viewster AG	HOTSCORE	09,41,42	7/4/2014	EU	Accepted & Active	∞
8	Viewster AG	HOTSCORE	09,41,43	7/7/2014	US	Accepted & Active	∞

#### Trademark Applications

None.

**Schedule 3**

**Assigned Copyrights and Copyright Applications**

Copyrights

None.

Copyright Applications

None.