

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ScanScout, Inc.	06/01/2011
RECEIVING PARTY DATA	
Name:	Tremor Media, Inc.
Street Address:	53 West 23rd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13408459
CORRESPONDENCE DATA	
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<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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ATTORNEY DOCKET NUMBER:	SCAN-002/03US 309692-2017
NAME OF SUBMITTER:	David W. Hopkins
Total Attachments: 3 source=SCAN00203US-Assignment-CompanyToCompany#page1.tif source=SCAN00203US-Assignment-CompanyToCompany#page2.tif source=SCAN00203US-Assignment-CompanyToCompany#page3.tif	

CH \$40.00 13408459

ASSIGNMENT OF PATENT RIGHTS

WHEREAS, ScanScout, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 295 Devonshire Street, 4th Floor, Boston, MA 02110 (herein referred to as "Assignor") owns the entire right, title and interest in the patent applications listed in the attached Appendix A, and as evidenced by the assignments previously recorded at the reel and frame numbers listed in Appendix A.

WHEREAS, Tremor Media, Inc., a corporation duly organized under and pursuant to the laws of Delaware, and having its principal place of business at 53 West 23rd Street, New York, NY 10010 (herein referred to as "Assignee"), is desirous of acquiring the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), and the entire right, title, and interest in and to any Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s);

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns the entire right, title, and interest in and to said invention(s), said application(s), and said patent(s), the right to file applications on said invention(s), the entire right, title and interest in and to any applications for Letters Patent of the United States or other countries claiming priority to said application(s), including divisions, continuations, and continuations-in-part of said application(s), the right to recover damages, including provisional or other royalties, for prior infringements of said application(s) and said patent(s), the entire right, title and interest in and to any and all Letters Patent or Patents, United States or foreign, to be obtained for said invention(s) and said application(s), the entire right, title and interest in and to any and all reissues and extensions of said patent(s), and all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, the same to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, to the full end of the term or terms for which Letters Patent or Patents may be granted as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to said invention(s), said application(s), and said

patent(s), and that the same are unencumbered, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with said invention(s), said application(s), said patent(s), any application claiming priority to said application(s), any reissue or extension of said patent(s), and any United States or foreign Letters Patent or Patents for said invention(s) or said application(s), including interference proceedings, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of Letters Patent or Patents for said invention(s), without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns;

AND the Assignor hereby requests the Commissioner of Patents to issue any and all aforementioned patent(s) of the United States to the Assignee, as the Assignee of said invention(s) and the Letters Patent to be issued thereon for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

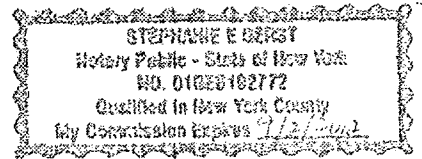
Date: 6/1/11 By: [Signature]
Name: William Com
Title: CEO
Company: ScanScout, Inc.

State of: NEW YORK
County of: NEW YORK

The preceding Assignment was acknowledged before me this 1st day of JUNE 2011 by WILLIAM DAY

My Commission Expires: 9/2/2013

Notary Public [Signature]



APPENDIX A

Application/ Patent No.	Filing/Issue Date	Confirm. No.	First Named Inventor	Title	Attorney Docket No.	Assignment Rec./Frame
12/047,169	03-12-2008	2477	Tadashi YONEZAKI	Method And System For A Natural Transition Between Advertisements Associates With Rich Media Content	SCAN-001/01US 309692-2001	021326/0374
11/594,707	11-07-2006	5714	Wai Kit LAU	Techniques For Rendering Advertisements With Rich Media	SCAN-002/02US 309692-2003	018842/0924
11/594,714	11-07-2006	5693	Arthur CHAN	Classifying Content Based On Mood	SCAN-003/00US 309692-2005	018841/0270
12/950,160	11-19-2010	7192	Tadashi YONEZAKI	Methods And Apparatus For Optimizing Advertisement Allocation	SCAN-006/02US 309692-2015	025409/0708

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