

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3337418

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | REALVU, LLC | 05/24/2012 |
| RECEIVING PARTY DATA | | |
| Name: | RICH MEDIA CLUB, LLC | |
| Street Address: | 1521 ALTON RD | |
| Internal Address: | SUITE 824 | |
| City: | MIAMI BEACH | |
| State/Country: | FLORIDA | |
| Postal Code: | 33139 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 13731742 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (214)661-4688 | |
| <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: | 214-953-6570 | |
| Email: | ptomail1@bakerbotts.com | |
| Correspondent Name: | BRADLEY J BIRCHFIELD | |
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| ATTORNEY DOCKET NUMBER: | 082097.0105 | |
| NAME OF SUBMITTER: | WENDY FLOTTMAN | |
| SIGNATURE: | /wendy flottman/ | |
| DATE SIGNED: | 05/04/2015 | |
| Total Attachments: 11 | | |
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Agreement”), dated as of May 24, 2012, is entered into by and between RealVu, LLC, a Delaware limited liability company (“Parent”), and Rich Media Club, LLC, a Delaware limited liability company (“Subsidiary”). Parent and Subsidiary may hereinafter be referred to individually as a “Party” and collectively as the “Parties.”

A. Parent has caused Subsidiary to be formed by filing a certificate of formation with the Delaware Secretary of State.

B. In conjunction with the formation of Subsidiary, Parent desires to transfer and assign to Subsidiary, and Subsidiary desires to acquire and assume from Parent, certain of Parent’s assets and liabilities, all as set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. Assignment and Assumption of Assets. Parent hereby assigns, transfers, and delivers to Subsidiary, and Subsidiary hereby acquires and accepts those items referenced on Exhibit A hereto and all of the following to the extent owned by Parent (the “Assets”): (a) United States and foreign patents, registered and unregistered trademarks (including all benefits from prior use and all goodwill of Parent’s business associated therewith), registered and unregistered copyrights and mask works, registrations and applications therefor, and rights granted upon any reissue, division, continuation or continuation-in-part thereof, (b) trade secret rights arising out of the laws of any and all jurisdictions, (c) ideas, inventions, concepts, technology, software, source code, methods, processes, drawings, illustrations, writings know-how, show-how, trade names, domain names, web addresses and web sites, and all rights therein and thereto, (d) any other intellectual property rights, whether or not registrable, (e) licenses in or to any of the foregoing, and (f) all of the goodwill of Parent’s business embodied in and/or symbolized by the foregoing and all other rights arising from and/or relating thereto. To the extent allowed by law, the foregoing assignment of the Assets includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as “moral rights,” “artist’s rights,” “droit moral,” or the like (collectively “Moral Rights”). To the extent Parent retains any such Moral Rights under applicable law, Parent hereby ratifies and consents to, and provides all necessary ratifications of and consents to, any action that may be taken with respect to such Moral Rights by, or authorized by, Subsidiary; and Parent agrees not to assert any Moral Rights with respect thereto. Parent will confirm any such ratifications, consents and agreements from time to time as requested by Subsidiary. In furtherance of the foregoing, Parent authorizes and requests the Commissioner of Patents and Trademarks of the United States and subordinate or other officials, and any official of any country foreign to the United States whose duty it is to issue service patents, trademarks, or other evidence or forms of intellectual property protection or applications, to issue the same to Subsidiary and Subsidiary’s successors, assigns, and other legal representatives in accordance with this instrument.

2. Assignment and Assumption of Liabilities. Parent hereby assigns and transfers to Subsidiary, and Subsidiary hereby assumes and accepts, only those specific liabilities and

obligations related to the Assets that are listed on Exhibit B hereto (the “Assumed Liabilities”). Notwithstanding any provision in this Agreement or in any other writing to the contrary, Subsidiary is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of Parent of any nature, whether presently in existence, incurred as a result of the transactions contemplated hereby or arising or asserted hereafter (the “Excluded Liabilities”). The Excluded Liabilities shall remain the liabilities and obligations of Parent.

3. Consideration. Upon the terms set forth in this Agreement, the consideration for the assignment, transfer and delivery of the Assets pursuant to Section 1 is (a) the issuance by Subsidiary to Parent of a 100% membership interest in Subsidiary (the “Interest”), and (b) the assumption of the Assumed Liabilities by Subsidiary.

4. Further Assurances. At any time and from time to time after the execution and delivery of this Agreement, at the request of Subsidiary and without further consideration, Parent shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation as may be reasonably requested by Subsidiary in order to more effectively transfer, convey and assign to Subsidiary and to confirm Subsidiary’s title to the Assets and otherwise to effectuate the transactions contemplated hereunder.

5. Procedures for Certain Assets Not Freely Transferable. If any property or right included in the Assets is not assignable or transferable to Subsidiary either by virtue of the provisions thereof or under applicable law without the consent of one or more third parties (each, a “Non-Assignable Right”), and if any such consent in respect of a Non-Assignable Right cannot be obtained prior to the execution and delivery of this Agreement, (a) this Agreement and the related instruments of transfer shall not constitute an assignment or transfer thereof, but (i) Parent shall use reasonable best efforts, at the cost and for the account of Parent, to obtain such consent following the execution of this Agreement, and (ii) Subsidiary shall cooperate, to the extent commercially reasonable, with Parent in Parent’s efforts to obtain such consents; and (b) Parent shall use best efforts to obtain for Subsidiary the practical benefit and burden of such property or rights to the same extent, as nearly as may be possible, as if such impediment to assignment did not exist, including by (i) entering into alternative arrangements (including by way of subcontracting, sub-licensing or subleasing the applicable property or rights) on terms mutually agreeable to Subsidiary and Parent and (ii) subject to the consent and control of Subsidiary, enforcing, at the cost and for the account of Subsidiary, any and all rights of Parent against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise; *provided, however*, that Subsidiary shall undertake to pay or satisfy the corresponding liability for the enjoyment of such benefit to the extent that Subsidiary would have been responsible therefor hereunder if such consent or approval had been obtained. Following the execution and delivery of this Agreement, Parent shall not agree to any amendment, revision or modification of the terms of any Non-Assignable Right without obtaining the prior written consent of Subsidiary. Parent shall promptly pay to Subsidiary when received all monies received by Parent related to or arising from any Asset or any claim, right or benefit arising thereunder.

6. Representations and Warranties of Parent. On and as of the date of this Agreement, Parent hereby represents and warrants to Subsidiary as follows:

(a) Organization and Standing. Parent is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Parent has the requisite power and authority to own and operate its properties and assets, to carry on its business as presently conducted, to execute and deliver this Agreement and to perform its obligations pursuant to this Agreement.

(b) Authorization. All company action on the part of Parent and its managers, officers and members necessary for the authorization, execution and delivery of this Agreement by Parent and the performance of all of Parent's obligations under this Agreement has been taken. This Agreement, when executed and delivered by Parent, shall constitute valid and binding obligations of Parent, enforceable in accordance with its terms, except as may be limited by (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity.

(c) Approvals. Except as set forth on Exhibit C (collectively, the "Required Consents"), no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or other individual, corporation, partnership, limited liability company, trust, unincorporated association, governmental entity or any other legal entity (collectively, a "Person") is required in connection with the execution and delivery of this Agreement and the performance and consummation of the transactions contemplated hereby.

(d) Non-contravention. Except for the Required Consents, the execution and delivery by Parent of this Agreement and the performance and consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of formation or limited liability company agreement of Parent or any material judgment, order, writ, decree, statute, rule or regulation applicable to Parent; (ii) violate any provision of, or result in the breach or the acceleration of, or entitle any other Person to accelerate (whether after the giving of notice or lapse of time or both), any material mortgage, indenture, agreement, instrument or contract to which Parent is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of Parent (including, without limitation, any of the Assets) or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to Parent, its business or operations, or any of its assets (including, without limitation, any of the Assets) or properties.

(e) Title; Absence of Liens; Sufficiency of Assets. Parent has good and marketable title to the Assets, in each case subject to no mortgage, pledge, lien, lease, encumbrance or charge ("Liens"). All equipment, fixtures, vehicles and other tangible personal property constituting the Assets owned, leased or used by Parent are in good operating condition and repair and are reasonably fit and usable for the purposes for which they are being used. Each agreement constituting an Asset (each "Assumed Agreement") is in full force and effect and is valid, binding and enforceable in accordance with its terms, and Parent is not in material breach under any Assumed Agreement. The representations and warranties in each Assumed Agreement are true and correct in all material respects, and no default, or event (including the consummation of the transactions contemplated by this Agreement) that, with or without the lapse of time,

giving of notice or both, would constitute a default, has occurred under any Assumed Agreement and is continuing.

(f) No Litigation. There is no action, suit, proceeding or investigation of any nature pending, or to Parent's knowledge, threatened against Parent or any of its properties or assets (including, without limitation, the Assets) that could impair the ability of Parent to consummate the transactions contemplated by this Agreement, nor, to Parent's knowledge, is there any reasonable basis therefor.

7. Representations and Warranties of Subsidiary. On and as of the date of this Agreement, Subsidiary hereby represents and warrants to Parent as follows:

(a) Organization and Standing. Subsidiary is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Subsidiary has the requisite power and authority to own and operate its properties and assets, to carry on its business as presently conducted, to execute and deliver this Agreement and to perform its obligations pursuant to this Agreement.

(b) Authorization. All company action on the part of Subsidiary and its managers, officers and members necessary for the authorization, execution and delivery of this Agreement by Subsidiary and the performance of all of Subsidiary's obligations under this Agreement has been taken. This Agreement, when executed and delivered by Subsidiary, shall constitute valid and binding obligations of Subsidiary, enforceable in accordance with its terms, except as may be limited by (i) laws of general application relating to bankruptcy, insolvency and the relief of debtors and (ii) rules of law governing specific performance, injunctive relief or other equitable remedies and by general principles of equity.

(c) Non-contravention. The execution and delivery by Subsidiary of this Agreement and the performance and consummation of the transactions contemplated hereby do not and will not (i) violate the certificate of formation or limited liability company agreement of Subsidiary or any material judgment, order, writ, decree, statute, rule or regulation applicable to Subsidiary; (ii) violate any provision of, or result in the breach or the acceleration of, or entitle any other Person to accelerate (whether after the giving of notice or lapse of time or both), any material mortgage, indenture, agreement, instrument or contract to which Subsidiary is a party or by which it is bound; or (iii) result in the creation or imposition of any Lien upon any property, asset or revenue of Subsidiary or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to Subsidiary, its business or operations, or any of its assets or properties.

(d) Interest. The Interest, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and nonassessable and free of restrictions on transfer other than restrictions on transfer under applicable state and federal securities laws.

(e) No Litigation. There is no action, suit, proceeding or investigation of any nature pending, or to Subsidiary's knowledge, threatened against Subsidiary or any of its

properties or assets that could impair the ability of Subsidiary to consummate the transactions contemplated by this Agreement, nor, to Subsidiary's knowledge, is there any reasonable basis therefor.

8. Miscellaneous.

(a) Entire Agreement. This Agreement, together with the Exhibits hereto, embody the entire agreement and understanding between the Parties with respect to the provisions hereof and supersede all prior oral or written agreements and understandings relating to the provisions hereof.

(b) Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by both Parties.

(c) Assignment. The rights and obligations under this Agreement may not be assigned by either Party without the prior written consent of the other Party. Any assignment in violation of this Section 8© shall be void.

(d) Benefit. All statements, representations, warranties, covenants and agreements in this Agreement shall be binding on the Parties and shall inure to the benefit of the respective successors and permitted assigns of each Party. Nothing in this Agreement shall be construed to create any rights or obligations except among the Parties, and no person or entity shall be regarded as a third-party beneficiary of this Agreement.

(e) Governing Law. This Agreement shall be governed in all respects by the law of the State of Delaware without regard to its conflicts of laws principles.

(f) Severability. In the event that any court of competent jurisdiction shall determine that any provision, or any portion thereof, contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited to the extent that such court deems it enforceable, and as so limited shall remain in full force and effect. In the event that such court shall deem any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

(g) Counterparts. This Agreement may be executed in one or more counterparts and by facsimile or electronic transmission (e.g., a PDF file), and by the different Parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(h) Further Assurances. From time to time, as and when requested by either party hereto, there shall be taken or caused to be taken by each party hereto such further and other actions as shall be appropriate or necessary in order to carry out the purposes of this Agreement.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Parent and Subsidiary have caused this Agreement to be executed in their names by their duly authorized officers or representatives effective as of the date first above written.

PARENT:

REALVU, LLC

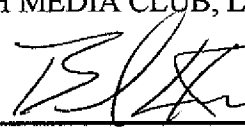
By: 

Name: Brad L. Krassner

Title: Manager

SUBSIDIARY:

RICH MEDIA CLUB, LLC

By: 

Name: Brad L. Krassner

Title: Manager

[Signature page to Assignment and Assumption Agreement]

EXHIBIT A

ASSETS

The Assets shall include all intellectual property rights associated with the following:

1. Domain Names: realvu.net; realvu.com; 3cdepot.com; 3cmanager.com; cityads.net; cityadspost.com; creation-mgt.com; equestrianrockstars.com; equinerockstars.com; fairtracking.com; fairtracking.net; jstuartonline.com; richmediacub.com; richmediaworldwide.com; rmwnetwork.com; rmwnetwork.net; rmworldwide.com
2. U.S. Copyright No. Txu 1-787-147, issued effective February 8, 2012.
3. U.S. Trademark Serial No. 77653389, Registration No. 3660695, REALVU logo, registered effective as of July 28, 2009.
4. U.S. Trademark Serial No. 77652481, Registration No. 3660659, REALVU word mark, registered effective as of July 28, 2009.
5. U.S. Patent No. 7,313,590, Method and System for File Server Direct Connection, issued on December 25, 2007.
6. U.S. Patent No. 7,886,067, Internet-Based System and Method for Distributing Interstitial Advertisements, issued on February 8, 2011.
7. U.S. Patent Application No. 10/417,478, Internet-Based System and Method for Creating and Distributing Customized Rich Media Marketing and Sales Materials Via E-Mail, filed on April 17, 2003.
8. U.S. Patent Application No. 12/384,403, System and Method for the Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on April 4, 2009.
9. U.S. Patent Application No. 12/316,781, Content Rendering Control System and Method, filed on December 16, 2008.
10. U.S. Patent Application No. 11/803,779, System and Method for Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on May 16, 2007.
11. U.S. Patent Application No. 11/643,245, System and Method for Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on December 21, 2006.
12. U.S. Patent Application No. 12/589,321, Content Rendering Control System and Method, filed on October 21, 2009.
13. U.S. Patent Application No. 12/931,593, Internet-Based System and Method for Distributing Interstitial Advertisements, filed on February 4, 2011.

14. Australian Patent Application No. 2006331610, System and Method for the Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on December 21, 2006.
15. Brazilian Patent Application No. PI0620622-0, System and Method for the Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on December 21, 2006.
16. Chinese Patent Application No. 200680049027.3, System and Method for the Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on December 21, 2006.
17. European Patent Application No. 06847919.5, System and Method for the Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on December 21, 2006.
18. Hong Kong Patent Application No. 08111544.0, System and Method for the Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on December 21, 2006.
19. Japanese Patent No. 4909360, System and Method for the Creation, Distribution and Tracking of Advertising Via Electronic Networks, granted on January 20, 2012.
20. Mexican Patent Application No. MX/a/2006/008108, System and Method for the Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on December 21, 2006.
21. Australian Patent Application No. 2009327529, Content Rendering Control System and Method, filed on October 21, 2009.
22. Brazilian Patent Application No. PI0922979-5, Content Rendering Control System and Method, filed on October 21, 2009.
23. Chinese Patent Application No. 200980150499.1, Content Rendering Control System and Method, filed on October 21, 2009.
24. European Patent Application No. 09833768.6, Content Rendering Control System and Method, filed on October 21, 2009.
25. Hong Kong Patent Application No. 11111631.9, Content Rendering Control System and Method, filed on October 21, 2009.
26. Japanese Patent Application No. 2011-542102, Content Rendering Control System and Method, filed on October 21, 2009.
27. Mexican Patent Application No. MX/a/2011/005532, Content Rendering Control System and Method, filed on October 21, 2009.

28. Patent Cooperation Treaty Application No. PCT/US2006/048805, System and Method for the Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on December 21, 2006.

29. Patent Cooperation Treaty Application No. PCT/US2009/005733, Content Rendering Control System and Method, filed on October 21, 2009.

30. U.S. Provisional Patent Application No. 60/373,625, Internet-Based System and Method for Creating and Distributing Customized Rich Media Marketing and Sales Materials Via E-Mail, filed on April 18, 2002.

31. U.S. Provisional Patent Application No. 60/340,692, Method and System for File Server Direct Connection, Filed on December 12, 2001.

32. U.S. Provisional Patent Application No. 60/753,536, System and Method for Creation, Distribution and Tracking of Advertising Via Electronic Networks, filed on December 24, 2005.

33. Parent's proprietary RealVu[®] media and advertising-platform, with patented and patent-pending file server direct connection technology and related services for the distribution and accurate tracking of, and reporting on, display advertising, media and promotions on website(s).

EXHIBIT B

ASSUMED LIABILITIES

The Assumed Liabilities include all liabilities, obligations and encumbrances related to the Assets.

EXHIBIT C

REQUIRED CONSENTS