

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3650078

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT	
NATURE OF CONVEYANCE:	Corrective Assignment to correct the COVER SHEET AND REPLACE THE DOCUMENT previously recorded on Reel 036170 Frame 0659. Assignor(s) hereby confirms the AMENDED AND RESTATED INTELLECTUAL PROPERTY TRANSFER AGREEMENT.	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRITON DIGITAL, INC.	11/11/2015
RECEIVING PARTY DATA		
Name:	VECTOR TRITON (LUX) 1, S.À R.L. - DELAWARE BRANCH	
Street Address:	200 BELLEVUE PARKWAY, SUITE 210	
City:	WILMINGTON	
State/Country:	DELAWARE	
Postal Code:	19809	
PROPERTY NUMBERS Total: 5		
Property Type	Number	
Patent Number:	8412840	
Application Number:	13334712	
Application Number:	13349757	
Application Number:	14759985	
PCT Number:	WO2014107807	
CORRESPONDENCE DATA		
Fax Number:	(212)446-4900	
<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>		
Email:	susan.zablocki@kirkland.com	
Correspondent Name:	SUSAN ZABLOCKI	
Address Line 1:	KIRKLAND & ELLIS LLP	
Address Line 2:	601 LEXINGTON AVENUE	
Address Line 4:	NEW YORK, NEW YORK 10022	
ATTORNEY DOCKET NUMBER:	19486-2	
NAME OF SUBMITTER:	SUSAN ZABLOCKI	
SIGNATURE:	/susan zablocki/	
DATE SIGNED:	12/09/2015	

Total Attachments: 10

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AMENDED AND RESTATED INTELLECTUAL PROPERTY TRANSFER AGREEMENT

THIS INTELLECTUAL PROPERTY TRANSFER AGREEMENT (this "Agreement") is dated November 11, 2015 and shall be effective as of May 8, 2015 (the "Effective Date"), by and between Triton Digital, Inc., a Delaware corporation ("Triton"), and Vector Triton (Lux) 1, S.à r.l., a *société à responsabilité limitée* organized under the laws of the Grand Duchy of Luxembourg, having its registered office located at 6, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*Registre de Commerce et des Sociétés, Luxembourg*) under number B 195.264 and with a share capital at that time of USD 156,940, hereby acting through its State of Delaware branch named Vector Triton (Lux) 1, S.à r.l. - Delaware Branch located at 200 Bellevue Parkway, Suite 210, Wilmington, DE 19809, State of Delaware, United States of America ("LuxCo US Branch"). Triton and LuxCo US Branch are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

WHEREAS, Triton is the owner of the Intellectual Property (defined herein), some of which it acquired from Triton Media, LLC, Ando Media, LLC, Enticent, LLC and Spacial Audio Solutions, LLC prior to this Agreement;

WHEREAS, Triton wishes to transfer and assign the Intellectual Property to LuxCo US Branch;

WHEREAS, this Agreement is intended to replace the previously executed Intellectual Property Transfer Agreement, dated July 2, 2015, between the parties hereto.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings contained herein, and intending to be legally bound, the Parties hereby agree as follows:

Section 1. Transfer.

1A. Assignment of Intellectual Property. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including a promissory note in the original principal amount of \$13,694,000 in a form to be mutually agreed by the Parties, Triton hereby sells, transfers, conveys and assigns to LuxCo US Branch its entire right, title and interest in and to the Intellectual Property, free and clear of all liens, along with and including: (i) all income, royalties, and damages now and hereafter due and/or payable with respect thereto (including any payments for past, present and future infringements and misappropriations thereof), whether known or unknown; (ii) all rights to sue for past, present and future infringements or misappropriations thereof; and (iii) all rights corresponding to any of the foregoing throughout the world.

1B. Delivery of Certificates and Records. Triton shall, promptly after the Effective Date, deliver to LuxCo US Branch the original files and materials related to the Intellectual Property, including registration certificates and all files, records and documentation pertaining to the enforcement and policing of the Intellectual Property.

1C. Recordation. Triton hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States Patent and Trademark Office and any equivalent office or agency in any jurisdiction in the world to record LuxCo US Branch as the owner of any registrations (or applications for registrations) included in the Intellectual Property and to issue any and all letters patent and registrations of the United States or of any applicable other jurisdictions thereon to LuxCo US Branch, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of LuxCo US Branch, its successors, assigns or other legal representatives.

Section 2. Definitions. For the purposes of this Agreement, the following terms have the meanings set forth below.

"Intellectual Property" all means any and all of the following in any jurisdiction throughout the world owned by Triton: (a) all inventions (whether or not patentable or reduced to practice), all improvements thereto, and all patents and industrial designs (including, without limitation, utility model rights, design rights and industrial property rights), patent and industrial design applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith, including, without limitation, the patent registrations and applications set forth on Schedule A hereto; (b) all trademarks, service marks, designs, trade dress, logos, slogans, trade names, business names, corporate names, Internet domain names, and all other indicia of origin, all applications, registrations, and renewals in connection therewith, including, without limitation, the trademark applications and registrations set forth on Schedule B hereto and the domain name registrations set forth on Schedule C hereto, but not including goodwill (except for the goodwill symbolized by the trademarks); (c) all works of authorship (whether or not copyrightable), copyrights, and all applications, registrations, and renewals in connection therewith, including, without limitation, the copyright registrations set forth on Schedule D hereto; (d) all trade secrets, know-how, technologies, processes, techniques, protocols, methods, formulae, data, algorithms, compositions, architectures, layouts, designs, drawings, plans, specifications, methodologies, ideas, research and development, and confidential information (including, without limitation, technical data, supplier lists (but not including customer lists), pricing and cost information, and business and marketing plans and proposals); (e) all software (including, without limitation, source code, executable code, systems, networks tools, data, databases, firmware, and related documentation); (f) all other proprietary and intellectual property rights; and (g) all copies and tangible embodiments of any of the foregoing (in whatever form or medium).

Section 3. Miscellaneous.

DISCLAIMER. ALL INTELLECTUAL PROPERTY, INFORMATION, MATERIALS, SERVICES, INTELLECTUAL PROPERTY OR OTHER PROPERTY OR RIGHTS, GRANTED OR PROVIDED BY TRITON PURSUANT TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TRITON MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER. TRITON FURTHER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY, FREEDOM FROM PATENT, TRADEMARK, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT OR THEFT OF TRADE SECRETS, AND DOES NOT ASSUME ANY LIABILITY HEREUNDER FOR ANY OF THE FOREGOING.

EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL TRITON BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF PROFITS OR SAVINGS INCURRED BY ANY PERSON), EVEN IF TRITON HAS BEEN ADVISED, KNOWS OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SAME.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE COURT SITTING IN THE STATE OF DELAWARE OR UNITED STATES FEDERAL

COURT SITTING IN WILMINGTON, DELAWARE, OVER ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT BY ANY PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS WITH RESPECT TO ANY SUCH SUIT, ACTION OR OTHER PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH COURTS.


THIS AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF AND BY DIFFERENT PARTIES HERETO ON SEPARATE COUNTERPARTS, ALL OF WHICH, WHEN SO EXECUTED, SHALL BE DEEMED AN ORIGINAL, BUT ALL SUCH COUNTERPARTS SHALL CONSTITUTE ONE AND THE SAME AGREEMENT. ANY SIGNATURE DELIVERED BY A PARTY BY FACSIMILE OR ELECTRONIC TRANSMISSION (INCLUDING EMAIL TRANSMISSION OF A PDF IMAGE) SHALL BE DEEMED TO BE AN ORIGINAL SIGNATURE HERETO.

* * * * *

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first written above.

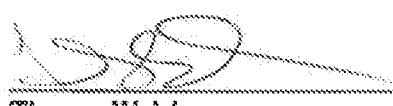
TRITON:

Triton Digital, Inc.

By: 
Name: Neal Schore
Its: President and Chief Executive Officer

LUXCO US BRANCH:

Vector Triton (Lux) 1, S.à r.l. acting through its
State of Delaware branch named Vector Triton
(Lux) 1, S.à r.l. - Delaware Branch

By: 
Name: Thomas Walsh
Its: Branch Manager

Schedule A

PATENTS AND PATENT APPLICATIONS

Registered patents:¹

TITLE	OWNER	COUNTRY	REFERENCE NUMBER
LIVE MEDIA SERVING SYSTEM AND METHOD	Ando Media, LLC	USA	US 8,412,840

Pending patent applications:

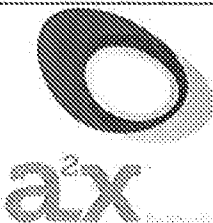


TITLE	OWNER	COUNTRY	REFERENCE NUMBER
REAL-TIME MEDIA STREAM INSERTION METHOD AND APPARATUS	Ando Media, LLC	USA	Patent application in UNITED STATES No. 13/334,712
		Canada	Canadian patent application S.N.: 2,821,790
		Europe	European Patent application No. 11851415.7
BROADCAST MEDIA STREAMING WITH CUSTOMIZED PLAYLIST INSERTION METHOD AND SYSTEM	Ando Media, LLC	USA	Patent application in UNITED STATES No. 13/349,757
		Canada	Patent application in Canada No. 2,823,826
		Europe	European Patent Application No. 12734474.5
SYSTEM AND METHOD FOR CUSTOMIZING AUDIO ADVERTISEMENTS	Ando Media, LLC	WIPO	International patent application no, PCT/CA2014/050010

¹ Note: Transferred to Triton Digital, Inc. under that certain Intellectual Property Transfer Agreement, by and between Ando Media, LLC and Triton Digital, Inc., dated May 8, 2015.

Schedule B




TRADEMARK REGISTRATIONS AND APPLICATIONS

Registered trademarks in the United States:²

TRADEMARK	OWNER	REGISTRATION NUMBER
	Ando Media, LLC	4,528,837
A2X [®]	Ando Media, LLC	4,493,480
AD INJECTOR	Ando Media, LLC	3,060,192
AD WIRE [®]	Ando Media, LLC	3,629,781
AUTOPOD [®]	Ando Media, LLC	3,521,357
FLIGHT-PLAN [®]	Ando Media, LLC	3,757,380
PODFUSE [®]	Ando Media, LLC	3,488,256
TARGETED AD INJECTOR [®]	Ando Media, LLC	3,750,648
WEBCAST METRICS [®]	Ando Media, LLC	3,061,368 4,253,019
	Ando Media, LLC	3,977,634
	Ando Media, LLC	3,977,636
Liquid Compass	Ando Media, LLC	3,977,637





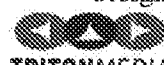
TRADEMARK	OWNER	REGISTRATION NUMBER
ENTICENT	Enticent, LLC	3,493,718
IMMEDIATE INSIGHTS [®]	Enticent, LLC	4,307,977
STICKYFISH [®]	Enticent, LLC	2,814,017
TRIBAL DIRECT	Enticent, LLC	3,494,701

² Note: Transferred to Triton Digital, Inc. under that certain Intellectual Property Transfer Agreement, by and between Ando Media, LLC and Triton Digital, Inc., dated May 8, 2015; that certain Intellectual Property Transfer Agreement, by and between Triton Media, LLC and Triton Digital, Inc., dated November 11, 2015, and that certain Intellectual Property Transfer Agreement, by and between Enticent, LLC and Triton Digital, Inc., dated May 8, 2015.

Trademark	Owner	Registration Date	Status	Application Number	Registration Number
TRITON MEDIA and  design TRITONMEDIA	Triton Media LLC	11/13/2007	Registered	77092183	3333808
TRITON DIGITAL and design  TritonDigital	Triton Media LLC	2/12/2013	Registered	85378160	4287580
AUDIOREALM	Triton Media LLC	8/31/2010	Registered	77930865	3841384
LOGO DESIGN 	Triton Media LLC	11/11/2014	Registered	86142827	4635858
SAM BROADCASTER	Triton Media LLC	9/7/2010	Registered	77930852	3845077
SPACIAL AUDIO	Triton Media LLC	3/29/2011	Registered	77926250	3936465
SPACIALNET	Triton Media LLC	9/7/2010	Registered	77930873	3845081
TRITON DIGITAL	Triton Media LLC	11/11/2014	Registered	86142826	4635857
TRITON DIGITAL	Triton Media LLC	7/22/2014	Registered	85811198	4573152
TRITON DIGITAL	Triton Media LLC	3/25/2014	Registered	85810376	4500367

Registered Non- U.S. Trademarks and Trademark Applications

Title	Country	Owner	Serial No./ Filing Date	Status	Registration Number / Registration Date
TRITON DIGITAL	Brazil	Triton Media LLC	908263007 / 9/11/2014	Pending

<u>Title</u>	<u>Country</u>	<u>Owner</u>	<u>Serial No./ Filing Date</u>	<u>Status</u>	<u>Registration Number / Registration Date</u>
TRITON DIGITAL	Brazil	Triton Media LLC	908263066 / 9/11/2014	Pending	-----
TRITON DIGITAL	Brazil	Triton Media LLC	908263171 / 9/11/2014	Pending	-----
TRITON DIGITAL	Brazil	Triton Media LLC	908263112 / 9/11/2014	Pending	-----
TRITON DIGITAL	Canada	Triton Media LLC	1677375 / 5/16/2014	Pending	-----
TRITON DIGITAL	Canada	Triton Media LLC	1623804 / 4/24/2013	Registered	TMA918,826 10/29/2015
TRITON DIGITAL and Design  TRITON	Canada	Triton Media LLC	1625142 / 5/2/2013	Registered	TMA918,807 10/29/2015
TRITON MEDIA	Canada	Triton Media LLC	1416195 10/28/2008	Registered	TMA782155 11/10/2010
TRITON MEDIA and Design  TRITON MEDIA	China	Triton Media LLC	6633363 / 4/1/2008	Registered	6633363 7/28/2014
A2X	European Community	Triton Media LLC	13022454 / 6/24/2014	Registered	13022454 11/14/2014
A2X BY TRITON DIGITAL and design 	European Community	Triton Media LLC	13033642 / 6/27/2014	Registered	13033642 11/17/2014
TRITON DIGITAL and design  TRITON	European Community	Triton Media LLC	13193041 / 8/22/2014	Registered	13193041 1/19/2015
TRITON MEDIA and design  TRITON MEDIA	European Community	Triton Media LLC	6656144 / 2/8/2008	Registered	6656144 1/8/2009

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RESUBMIT DOCUMENT ID:	503386822										
SEQUENCE:	2										
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<table><tr><td>Name:</td><td>VECTOR TRITON (LUX) 1, S.A R.L. - DELAWARE BRANCH</td></tr><tr><td>Street Address:</td><td>200 BELLEVUE PARKWAY, SUITE 210</td></tr><tr><td>City:</td><td>WILMINGTON</td></tr><tr><td>State/ Country:</td><td>DELAWARE</td></tr><tr><td>Postal Code:</td><td>19809</td></tr></table>		Name:	VECTOR TRITON (LUX) 1, S.A R.L. - DELAWARE BRANCH	Street Address:	200 BELLEVUE PARKWAY, SUITE 210	City:	WILMINGTON	State/ Country:	DELAWARE	Postal Code:	19809
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Email: susan.zablocki@kirkland.com											
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.											
Correspondent Name: SUSAN ZABLOCKI											
Address Line 1: KIRKLAND & ELLIS LLP											
Address Line 2: 601 LEXINGTON AVENUE											
Address Line 4: NEW YORK, NEW YORK 10022											
ATTORNEY DOCKET NUMBER:	19486-2										
NAME OF SUBMITTER:	SUSAN ZABLOCKI										

PATENT

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Signature:	/susan zablocki/
Date:	07/20/2015
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RECORDED: 12/09/2015

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