

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3976751

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JPMORGAN CHASE BANK, N.A., AS RESIGNING ADMINISTRATIVE AGENT	07/25/2016
RECEIVING PARTY DATA		
Name:	SUNTRUST BANK, AS SUCCESSOR ADMINISTRATIVE AGENT	
Street Address:	303 PEACHTREE ST, GA-ATL-7662	
City:	ATLANTA	
State/Country:	GEORGIA	
Postal Code:	30308	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7236738
CORRESPONDENCE DATA		
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ATTORNEY DOCKET NUMBER:	CRS1-41293	
NAME OF SUBMITTER:	PENELOPE J.A. AGODOA	
SIGNATURE:	/pja/	
DATE SIGNED:	07/25/2016	
Total Attachments: 5		
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ASSIGNMENT OF PATENT SECURITY INTEREST, dated as of July 25, 2016 (this "**Assignment**"), by JPMORGAN CHASE BANK, N.A. ("**JPMCB**"), as resigning administrative agent for the Secured Parties (as defined in the Security Agreement described below) (in such capacity, the "**Existing Agent**") and SUNTRUST BANK ("**SunTrust**"), as successor administrative agent for the Secured Parties (in such capacity, the "**Successor Agent**").

A. Reference is made to the First Lien Pledge and Security Agreement dated as of February 7, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Extreme Reach, Inc.. (the "**Borrower**"), the subsidiaries of the Borrower party thereto and the Existing Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B. Reference is made to the First Lien Patent Security Agreement dated as of February 7, 2014 (the "**Patent Security Agreement**"), between Digital Generation, Inc. (the "**Grantor**") and the Existing Agent, pursuant to which, among other things, the Grantor granted a security interest to the Existing Agent, for the benefit of certain secured parties named therein, in, among other things, certain registered patents of such Grantor listed in an attachment to the Patent Security Agreement, which security interest was recorded on February 10, 2014 with the United States Patent & Trademark Office (the "**PTO**") at Reel 032190 and Frame 0620.

C. Pursuant to the Resignation, Waiver, Consent and Appointment Agreement dated as of July 8, 2016 (as amended, supplemented or otherwise modified from time to time, the "**Successor Agent Agreement**"), among JPMCB, SunTrust, the Borrower and the subsidiaries of the Borrower party thereto, JPMCB, as resigning administrative agent under the Credit Agreement, the Security Agreement, the Patent Security Agreement and the other Loan Documents (as defined in the Credit Agreement), has assigned all its right, title and interest in and to the patents identified on Schedule I hereto (the "**Patents**") to SunTrust, as the Successor Agent. Until now, JPMCB has remained the secured party of record with the PTO.

SECTION 1. **Assignment.** Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Existing Agent hereby confirms the assignment, pursuant to the Successor Agent Agreement, of all its right, title and interest in and to the Patents under the Security Agreement and the Patent Security Agreement to the Successor Agent and the Successor Agent hereby confirms its acceptance of such assignment.

SECTION 2. *Miscellaneous.*

(a) This Assignment may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Assignment shall become effective when it shall have been executed by each party hereto and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Assignment by electronic submission shall be effective as delivery of a manually executed counterpart of this Assignment.

(b) THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

(c) Section headings used herein are for convenience of reference only, are not part of this Assignment and are not to affect the construction of, or to be taken into consideration in interpreting, this Assignment.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as the
Existing Agent,

By

Name:

Title:

Justin B. Kelley
Executive Director

SUNTRUST BANK, as the Successor
Agent,

By

Name:

Title:

[Signature Page to Assignment of Patent Security Interest]

[[3606511]]

PATENT
REEL: 039248 FRAME: 0335

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as the
Existing Agent,

By _____
Name:
Title:

SUNTRUST BANK, as the Successor
Agent,

By Cynthia W. Burton
Name: **Cynthia Burton**
Title: **Director**

[Signature Page to Assignment of Patent Security Interest]

[[3606511]]

SCHEDULE I

Patents

Name	Patent Number	Jurisdiction
Multicast control systems and methods for dynamic, adaptive time, bandwidth, frequency, and satellite allocations	7,236,738	US