

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	GENESISMEDIA LLC	08/01/2017
RECEIVING PARTY DATA		
Name:	ADGENESIS HOLDINGS LLC	
Street Address:	49 WEST 27TH STREET, MEZZANINE WEST	
City:	NEW YORK	
State/Country:	NEW YORK	
Postal Code:	10001	
PROPERTY NUMBERS Total: 10		
Property Type	Number	
Patent Number:	8561097	
Patent Number:	8484563	
Patent Number:	8589794	
Patent Number:	8607143	
Patent Number:	8850328	
Patent Number:	9015589	
Application Number:	13900560	
Application Number:	12844177	
Application Number:	13209381	
Patent Number:	8499241	
CORRESPONDENCE DATA		
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<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>		
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ATTORNEY DOCKET NUMBER:	330400-100	

PATENT

NAME OF SUBMITTER:	CHERYL FOUNTAIN/SR TM PARALEGAL
SIGNATURE:	/cheryllfountain/
DATE SIGNED:	08/01/2017
Total Attachments: 7 source=Adgenesis Assignment of Patent Rights GenesisMedia#page1.tif source=Adgenesis Assignment of Patent Rights GenesisMedia#page2.tif source=Adgenesis Assignment of Patent Rights GenesisMedia#page3.tif source=Adgenesis Assignment of Patent Rights GenesisMedia#page4.tif source=Adgenesis Assignment of Patent Rights GenesisMedia#page5.tif source=Adgenesis Assignment of Patent Rights GenesisMedia#page6.tif source=Adgenesis Assignment of Patent Rights GenesisMedia#page7.tif	

ASSIGNMENT OF PATENT RIGHTS

This ASSIGNMENT OF PATENT RIGHTS, dated as of August 1, 2017 (the “**Patent Assignment**”), is executed and delivered to AdGenesis Holdings LLC, a Delaware limited liability company (“**Purchaser**”), by GenesisMedia LLC, a Delaware limited liability company (the “**Seller**”). All capitalized words and terms used in this Patent Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of the date hereof between the Seller and Purchaser, solely in its capacity as representative of the Indemnifying Payees (as defined therein) and other Indemnitors (as defined therein) (the “**Agreement**”).

WHEREAS, the Seller is the owner of the patent rights identified on Schedule A hereto and all patents and patent applications that directly or indirectly claim priority and/or form a basis for priority of such patent rights (collectively, the “**Acquired Patents**”) and the inventions claimed therein; and

WHEREAS, pursuant to the Agreement, the Seller has agreed to sell, assign, transfer and deliver to Purchaser all right, title and interest in, to and under the Acquired Patents and the inventions disclosed in the Acquired Patents, free and clear of all Encumbrances.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser hereby agree as follows:

1. The Seller hereby sells, assigns, transfers and delivers to Purchaser, and Purchaser hereby accepts, all right, title and interest that exist today or may exist in the future in, to and under the Acquired Patents, the inventions disclosed in the Acquired Patents and in and to all letters patent and other patent rights of the United States of America and all other jurisdictions which may or shall be granted on said inventions, or any parts thereof, or any divisional, continuations, continuations in part, continuing prosecution applications, requests for continuing examinations, reexaminations, extensions, reissue or other applications based in whole or in part on said inventions or Acquired Patents, all rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances related to any of the Acquired Patents, and the right to all causes of action (known, unknown, currently pending, filed, or otherwise) and other enforcement rights including the ability to recover damages, obtain injunctive relief, and/or any other remedies available for past infringement and all rights to collect royalties and other payments under or on account of any of the Acquired Patents.

2. The Seller does hereby request and authorize the Commissioner of Patents and Trademarks of the United States of America and all other corresponding patent offices or authorities of other jurisdictions to issue letters patent, certificates of invention, utility models, or other governmental grants or issuances that may be granted upon any of the Acquired Patents and the inventions included in the Acquired Patents to Purchaser or Purchaser’s nominee, successor or assign.

3. The Seller agrees to execute all specific assignments, oaths, declarations, deeds or other instruments, and to do all acts necessary or proper, in each case, that are reasonably requested by Purchaser, (a) to transfer to Purchaser the Acquired Patents and the inventions included in the Acquired Patents, (b) to secure the grant of letters patent on the Acquired Patents and the inventions included in the Acquired Patents, in the United States of America and in all other jurisdictions, to Purchaser or Purchaser’s nominee, and (c) to vest and confirm therein the legal title to all such Acquired Patents.

4. This Patent Assignment may be executed in multiple counterparts and either Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. For purposes of this Patent Assignment, facsimile signatures (including by electronic scans delivered by electronic mail) shall be deemed originals, and the Parties agree to exchange original signatures as promptly as possible following delivery of such facsimile signatures.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Assignment of Patent Rights to be duly executed by their duly authorized representatives as of the date first above written.

GENESISMEDIA, LLC

By: [Signature]
Name: Shawn Yalomen
Title: CEO

ADGENESIS HOLDINGS LLC

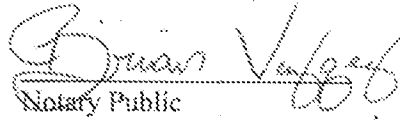
By: [Signature]
Name: Shawn Yalomen
Title: CEO

[Signature Page to Assignment of Patent Rights]

County of New York)

On this 28 day of July, 2017, before me, the undersigned notary public, personally appeared Mark A. Vachanich, proved to me through satisfactory evidence of identification, which was NJ Driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]


Notary Public

My commission expires: 10/3/2019

BRIAN A. VAZQUEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6331691
Qualified in New York County
My Commission Expires October 18, 2019

Notary Signature Page

County of)

On this day of , 2017, before me, the undersigned notary public, personally appeared , proved to me through satisfactory evidence of identification, which was , to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

[affix seal]

Notary Public
My commission expires:

Schedule A to Assignment of Patent Rights

Issued Patents

Title	Inventor/Assignee	Patent #	Issue Date/Filing Date	Appl. No.
Multimedia Content Viewing Confirmation	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Steven Peter Spencer	8561097	15 October 2013/17 June 2009	12/485,955
View Confirmation For On-demand Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	8484563	9 July 2013/24 June 2010	12/822,526
Virtual Community For Incentivized Viewing Of Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	8499241	30 July 2013/2 July 2010	12/829,636
View Confirmation Using A Challenge	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Steven Peter Spencer	8589794	19 November 2013/24 August 2011	13/216,256
Multimedia Content Viewing Confirmation	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	8607143	10 December 2013/20 August 2009	12/544,233
Networked Profiling And Multimedia Content Targeting System	Genesis Media LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Jeremy Abraham Sterns	8850328	30 September 2014/21 March 2012	13/425,982
Virtual Community For Incentivized Viewing Of Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	9015589	21 April 2015/8 July 2013	13/940,266

United States Non-Provisional Patent Applications

Title	Inventor/Assignee	Application No.	Filed
Multimedia Content Viewing Confirmation	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Steven Peter Spencer	12/485,955	17 June 2009
23 May 2013	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Steven Peter Spencer	13/900,560	23 May 2013
Multimedia Content Viewing Confirmation	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	12/544,233	20 August 2009

Title	Inventor/Assignee	Application No.	Filed
View Confirmation Using A Challenge	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Steven Peter Spencer	13/216,256	24 August 2011
View Confirmation For On-demand Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	12/822,526	24 June 2010
Virtual Community For Incentivized Viewing Of Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	12/829,636	2 July 2010
Virtual Community For Incentivized Viewing Of Multimedia Content	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	13/940,266	12 July 2013
Targeting Multimedia Content Based On Authenticity Of Marketing Data	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	12/844,177	27 July 2010
Selective Distribution Of Rewards	GenesisMedia LLC. Laurent Daniel Alhadeff, Richard Adam Smullen	13/209,381	13 August 2011
Networked Profiling And Multimedia Content Targeting System	Genesis Media LLC. Laurent Daniel Alhadeff, Richard Adam Smullen, Jeremy Abraham Sterns	13/425,982	21 March 2012

Schedule A

148404639 v2

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