

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4810727

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MODE MEDIA (ASSIGNMENT FOR THE BENEFIT OF CREDITORS), LLC	01/13/2017
RECEIVING PARTY DATA	
Name:	BRIDECLICK, INC.
Street Address:	315 WEST 36TH STREET, 7TH FL., RM. 51
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	8620748
Application Number:	13923236
CORRESPONDENCE DATA	
Fax Number:	(212)202-6491
<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:	(212) 508-739
Email:	prutzman@thsh.com
Correspondent Name:	L. DONALD PRUTZMAN
Address Line 1:	900 THIRD AVENUE
Address Line 2:	SUITE 1200
Address Line 4:	NEW YORK, NEW YORK 10022
ATTORNEY DOCKET NUMBER:	22674.01
NAME OF SUBMITTER:	L. DONALD PRUTZMAN
SIGNATURE:	/LD Prutzman/
DATE SIGNED:	02/06/2018
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 30	
source=4 - Mode_Brideclick_Patent Assignment Agreement (Fully Executed 011317)_Redacted#page1.tif	
source=4 - Mode_Brideclick_Patent Assignment Agreement (Fully Executed 011317)_Redacted#page2.tif	
source=4 - Mode_Brideclick_Patent Assignment Agreement (Fully Executed 011317)_Redacted#page3.tif	

PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (the “**Agreement**”) is entered into as of January 13, 2017 by and between Mode Media (Assignment for the Benefit of Creditors), LLC, a California limited liability company (the “**Assignor**”) and Brideclick, Inc., a New York corporation (the “**Assignee**”).

WHEREAS, by unanimous written consent of the the board of directors of Mode Media Corporation, a Delaware corporation (“**Company**”), and with the consent of the shareholders of the Company, on September 19, 2016, the Company, in accordance with the assignment for benefit of creditors laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Assignor, and in so doing has also designated Assignor to act as the assignee for the benefit of creditors of the Company (the “**General Assignment**”), each of which is attached hereto in **Exhibit 1**;

WHEREAS, pursuant to the terms of the General Assignment Agreement between the Company and the Assignor, all of the Company’s rights, title and interest in its assets were assigned to the Assignor, including the Company’s patents and patent applications (the “**Patents**”);

WHEREAS, Assignor, Assignee and certain other parties entered into an Asset Purchase Agreement as of January 7, 2017 (the “**APA**”) pursuant to which, among other things, the Assignor agreed to transfer all of its rights, title and interest in the Patents, to Assignee;

WHEREAS, Assignor and Assignee desire to memorialize the transfer of the Patents and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to this Agreement, Assignor has conveyed, assigned, transferred, delivered and set over for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and does hereby convey, assign, transfer, deliver and set over, unto said Assignee, its successors and assigns, (1) the entire worldwide right, title and interest in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications which were held by the Assignor immediately prior to the consummation of the transactions contemplated by the APA, including those set forth in **Schedule A** hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor if the assignment set forth in this Agreement had not been made; (2) the full and complete right to file patent applications at the Assignee’s, or its designee’s election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (3) the entire right, title and interest in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same.

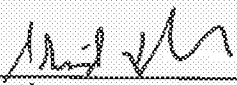
AND the Assignor hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Patent Assignment Agreement to be signed by its duly authorized officer as of the date first written above.

ASSIGNOR:

Mode Media (Assignment for the benefit of Creditors),
LLC, in its sole and limited capacity as the assignee for
the benefit of creditors of Mode Media Corporation

By: 
Name: Michael A. Marzoff
Title: CEO

ASSIGNEE:

BRIDECLICK, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Patent Assignment Agreement to be signed by its duly authorized officer as of the date first written above.

ASSIGNOR:

Mode Media (Assignment for the benefit of Creditors),
LLC, in its sole and limited capacity as the assignee for
the benefit of creditors of Mode Media Corporation

By: _____
Name: _____
Title: _____

ASSIGNEE:

BRIDECLICK, INC.



By: _____
Name: Henry Chamberlain
Title: Chairman

Exhibit 1

General Assignment and Related Authorizations

Attached.

GENERAL ASSIGNMENT

This Assignment is made as of the 20th day of September, 2016, by Mode Media Corporation, a Delaware corporation, with offices at 2000 Sierra Point Parkway, 11th Floor, Brisbane, CA 94005 hereinafter referred to as "Assignor", to Mode Media (assignment for the benefit of creditors), LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

I. Assignment of Assets.

(a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.

(b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.

(c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and

disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

2. Payment of Fees. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").

3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.

4. Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor; software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, "Intellectual Property")). Assignor represents and warrants that its officers, directors, shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(ies) in such asset or otherwise may constitute a breach of any contract with such third party(ies).

5. Representations and Warranties of the Assignor. Assignor represents and warrants to Assignee that as of the date hereof:

(a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

(b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;

(c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and

(d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.

6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.

7. Limitation of Liability. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:

(a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.

(b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

(c) The Assignee shall not be liable for any error of judgment made in good faith.

(d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

In connection with the foregoing, the assignment estate shall defend, indemnify and hold the Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, including without limitation Sherwood Partners, Inc. (collectively, the "Indemnified Persons") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' fees and costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against any such Indemnified Person in any way relating to or arising out of this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including, without limitation, with respect to any investigation, litigation or proceeding related to or arising out of any of the foregoing, whether or not any Indemnified Person is a party thereto, and including, without limitation, any other Indemnified Claims (defined below), provided, that the assignment estate shall have no obligation hereunder to any Indemnified Person with respect to indemnified claims to the extent resulting from the willful misconduct or gross negligence of any Indemnified Person. The foregoing indemnification shall survive any termination of this General Assignment or the transactions contemplated hereby. For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the assignment estate through any cause whatsoever, any act performed or omitted to be performed under this General Assignment, any other document contemplated by or referred to herein, the transactions contemplated hereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, any breach by Assignor of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee.

8. Reliance.

(a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.

(c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.

9. Headings. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.

10. Forwarding of Mail. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

11. Counterparts. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.

13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.

14. Governing Law. This General Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.

15. Severability. In case any provision of this General Assignment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this General Assignment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16. Cooperation. Each party cooperated in the drafting of this General Assignment and therefore this General Assignment shall not be construed more strictly against any of the parties.

17. Time is of the Essence. Time is of the essence in the performance of and conditions set forth in this General Assignment.

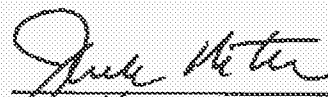
18. No Adequate Remedy at Law. Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this General Assignment and that, as such, each party shall be entitled to specific performance of this General Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.


Assignor's Federal Tax I.D. Number:

Federal # _____

MODE MEDIA CORPORATION a
Delaware Corporation, Assignor

By: 
Its: Officer MODE MEDIA

Mode Media (assignment for the benefit of
creditors), LLC, a California limited
liability company, Assignee

By: 
Its: m.j.h.

**Action by Unanimous Written Consent
of the Board of Directors
of
Mode Media Corporation**

The undersigned, constituting the entire Board of Directors (the "**Board**") of Mode Media Corporation (the "**Company**"), a Delaware Corporation, acting by written consent in lieu of a meeting pursuant to Section 141 of the Delaware General Corporation Law and Section 3.10 of the Bylaws of the Company, hereby adopts the following resolutions, with the same force and effect as if adopted at a duly constituted meeting of the Board of Directors of the Company:

BE IT RESOLVED that the officers and directors of the Company be, and each of them hereby is, designated representatives of the Company ("**Designated Representatives**") for the purposes set forth herein and are hereby authorized and directed by the directors of the Company to make an assignment ("**General Assignment**") of all assets of the Company to Mode Media (assignment for the benefit of creditors), LLC, ("**Assignee**"), a California limited liability company, for the pro rata benefit of all creditors of the Company, and that said Designated Representative is hereby authorized and directed to execute a General Assignment containing such provisions as may be agreed upon between such Designated Representative and Assignee, and such Designated Representative is also authorized and directed to execute and deliver to Assignee, such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect;

FURTHER RESOLVED that as consideration for serving as Assignee of all of the assets of the Company, the Company agrees that Assignee shall receive a fee in the amount of [REDACTED] of the assets monetized and reimbursement of all expenses (including a cost allocation for Assignee employee time devoted to the assignment) incurred in connection with the General Assignment, and is authorized to employ and compensate such agents, field representatives and/or attorneys and/or accountants as Assignee may deem necessary;

FURTHER RESOLVED that Assignee be, and hereby is, authorized to execute and file and prosecute on behalf of the Company all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Company, and any one Designated Representative be, and hereby is, authorized and directed to make, execute and deliver in favor of such person as may be designated by the Assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United States Treasury Department so as to authorize said attorney-in-fact to process any tax claims forward on behalf of the Company;

FURTHER RESOLVED, that any actions heretofore or hereafter taken by the officers or directors of the Company in connection with the matters

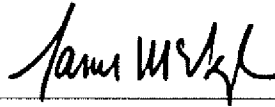
referred to in the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects;

FURTHER RESOLVED, that the Designated Representatives be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, as the case may be, to take any and all further actions and to execute and deliver such further agreements, documents and instruments as they deem necessary or desirable to carry out the intent and purposes of the foregoing resolutions.

This Consent may be signed in counterparts, each counterpart being deemed an original and all counterparts together being deemed one and the same document

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date set forth below.

Date: September 19, 2016



James P. McVeigh

Andreas Rittstieg

Amit Shafrir

Martin Weiss

referred to in the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects;

FURTHER RESOLVED, that the Designated Representatives be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, as the case may be, to take any and all further actions and to execute and deliver such further agreements, documents and instruments as they deem necessary or desirable to carry out the intent and purposes of the foregoing resolutions.

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James P. McVeigh



Andreas Bittstieg

Amit Shafrir



Martin Weiss

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FURTHER RESOLVED, that the Designated Representatives be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, as the case may be, to take any and all further actions and to execute and deliver such further agreements, documents and instruments as they deem necessary or desirable to carry out the intent and purposes of the foregoing resolutions.

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IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date set forth below.

Date: September 19, 2016

James P. McVeigh

Andreas Rittstieg



Amit Shafrir

Martin Weiss

**ACTION BY WRITTEN CONSENT
IN LIEU OF A MEETING OF
THE STOCKHOLDERS OF**

MODE MEDIA CORPORATION

Pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware (the "General Corporation Law") and Section 2.12 of the Bylaws of Mode Media Corporation (the "Company"), the undersigned, being holders of at least two-thirds of the aggregate number of outstanding shares of Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series D-1 Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series F-1 Preferred Stock, Series F-2 Preferred Stock and Series F-3 Preferred Stock of the Company, do hereby consent in writing to the adoption of the resolution set forth below without the holding of a meeting, such resolution to have the same force and effect as if duly adopted at a meeting of the stockholders which was duly called and held in accordance with Section 211 of the General Corporation Law.

WHEREAS, Article IV, Section 6(a)(i) of the Company's Restated Certificate of Incorporation (the "Restated Charter") provides that as long as any shares of Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series D-1 Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series F-1 Preferred Stock, Series F-2 Preferred Stock or Series F-3 Preferred Stock of the Company are outstanding, the Company shall not consummate any Liquidation Event (as defined in the Restated Charter) without first obtaining the approval of the holders of at least two-thirds of such outstanding shares of Series B Preferred Stock, Series C Preferred, Stock, Series D Preferred Stock, Series D-1 Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series F-1 Preferred Stock, Series F-2 Preferred Stock and Series F-3 Preferred Stock (voting together as a single class and not as a separate series and on an as-converted basis) which approval shall include the shares of the Company's preferred stock held by or for Burda GmbH as long as Burda GmbH owns at least 50% of the outstanding shares of Series F-1 Preferred Stock; and

WHEREAS, the Board of Directors of the Company has authorized and directed the officers of the Company to make an assignment ("**General Assignment**") of all assets of the Company to Mode Media (assignment for the benefit of creditors), LLC, a California limited liability company ("**Assignee**"), for the pro rata benefit of all creditors of the Company;

WHEREAS, such General Assignment constitutes a "Liquidation Event" under the Restated Charter;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned do hereby consent to the General Assignment of all of the assets of the Company to the Assignee, as assignee for the benefit of creditors of the Company.

IN WITNESS WHEREOF, the undersigned, having the authority and power to vote and give consent with respect to the number of shares of each class and/or series of capital stock of the Company set forth below, has executed this Written Consent of the Stockholders in Lieu of a Meeting with respect to all such shares. This Written Consent may be signed in multiple counterparts, which together shall constitute a single document.

Accel IX L.P.

By: Accel IX Associates L.L.C.

Its General Partner

By: Tracy L. Sedlock
8162BF97F6044DC...

Title: Attorney in Fact

Date: _____

210,246Number of Shares of **Common Stock** Held of RecordNumber of Shares of **Series A Preferred Stock** Held of Record24,399,877Number of Shares of **Series B Preferred Stock** Held of Record3,895,434Number of Shares of **Series C Preferred Stock** Held of Record1,487,489Number of Shares of **Series D Preferred Stock** Held of Record**Accel IX Strategic Partners L.P.**

By: Accel IX Associates L.L.C.

Its General Partner

By: Tracy L. Sedlock
8162BF97F6044DC...

Title: Attorney in Fact

Date: _____

Number of Shares of **Series D-1 Preferred Stock** Held of RecordNumber of Shares of **Series E Preferred Stock** Held of RecordNumber of Shares of **Series F Preferred Stock** Held of RecordNumber of Shares of **Series F-1 Preferred Stock** Held of RecordNumber of Shares of **Series F-2 Preferred Stock** Held of RecordNumber of Shares of **Series F-3 Preferred Stock** Held of Record**Accel Investors 2005 L.L.C.**By: Tracy L. Sedlock
8162BF97F6044DC...

Title: Attorney in Fact

Date: _____

SIGNATURE PAGE TO STOCKHOLDERS' CONSENT

Active 28881584.1

PATENT
REEL: 045248 FRAME: 0211

IN WITNESS WHEREOF, the undersigned, having the authority and power to vote and give consent with respect to the number of shares of each class and/or series of capital stock of the Company set forth below, has executed this Written Consent of the Stockholders in Lieu of a Meeting with respect to all such shares. This Written Consent may be signed in multiple counterparts, which together shall constitute a single document.

Burda GmbH

Name of Stockholder

By: [Signature]

Title: managing directors

Date: 13 Sept. 2016

Number of Shares of **Common Stock** Held of Record

Number of Shares of **Series A Preferred Stock** Held of Record

Number of Shares of **Series B Preferred Stock** Held of Record

Number of Shares of **Series C Preferred Stock** Held of Record

Number of Shares of **Series D Preferred Stock** Held of Record

Number of Shares of **Series D-1 Preferred Stock** Held of Record

Number of Shares of **Series E Preferred Stock** Held of Record

2,392,628

Number of Shares of **Series F Preferred Stock** Held of Record

97,663,003

Number of Shares of **Series F-1 Preferred Stock** Held of Record

10,101,010

Number of Shares of **Series F-2 Preferred Stock** Held of Record

43,589,744

Number of Shares of **Series F-3 Preferred Stock** Held of Record

IN WITNESS WHEREOF, the undersigned, having the authority and power to vote and give consent with respect to the number of shares of each class and/or series of capital stock of the Company set forth below, has executed this Written Consent of the Stockholders in Lieu of a Meeting with respect to all such shares. This Written Consent may be signed in multiple counterparts, which together shall constitute a single document.

DLD Ventures GmbH

Name of Stockholder

By: J. Wahrenkeisen

Title: managing director

Date: 19 Sept. 2016

11,184,821

Number of Shares of **Common Stock** Held of Record

Number of Shares of **Series A Preferred Stock** Held of Record

298,638

Number of Shares of **Series B Preferred Stock** Held of Record

12,105

Number of Shares of **Series C Preferred Stock** Held of Record

155,633

Number of Shares of **Series D Preferred Stock** Held of Record

Number of Shares of **Series D-1 Preferred Stock** Held of Record

1,640,348

Number of Shares of **Series E Preferred Stock** Held of Record

2,392,631

Number of Shares of **Series F Preferred Stock** Held of Record

Number of Shares of **Series F-1 Preferred Stock** Held of Record

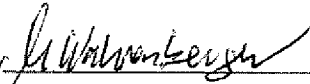
Number of Shares of **Series F-2 Preferred Stock** Held of Record

Number of Shares of **Series F-3 Preferred Stock** Held of Record

IN WITNESS WHEREOF, the undersigned, having the authority and power to vote and give consent with respect to the number of shares of each class and/or series of capital stock of the Company set forth below, has executed this Written Consent of the Stockholders in Lieu of a Meeting with respect to all such shares. This Written Consent may be signed in multiple counterparts, which together shall constitute a single document.

Sixth Floor Productions GmbH

Name of Stockholder

By: 
Title: managing director
Date: 19 Sept. 2016

1,009,180

Number of Shares of **Common Stock** Held of Record

Number of Shares of **Series A Preferred Stock** Held of Record

Number of Shares of **Series B Preferred Stock** Held of Record

Number of Shares of **Series C Preferred Stock** Held of Record

7,139,949

Number of Shares of **Series D Preferred Stock** Held of Record

Number of Shares of **Series D-1 Preferred Stock** Held of Record

Number of Shares of **Series E Preferred Stock** Held of Record

Number of Shares of **Series F Preferred Stock** Held of Record

Number of Shares of **Series F-1 Preferred Stock** Held of Record

Number of Shares of **Series F-2 Preferred Stock** Held of Record

Number of Shares of **Series F-3 Preferred Stock** Held of Record

IN WITNESS WHEREOF, the undersigned, having the authority and power to vote and give consent with respect to the number of shares of each class and/or series of capital stock of the Company set forth below, has executed this Written Consent of the Stockholders in Lieu of a Meeting with respect to all such shares. This Written Consent may be signed in multiple counterparts, which together shall constitute a single document.

Draper Fisher Jurvetson

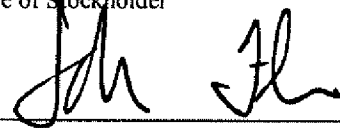
Fund VII, L.P.

Name of Stockholder

860,948

Number of Shares of **Common Stock** Held of Record

By:



John Fisher

Title: Managing Director

Number of Shares of **Series A Preferred Stock** Held of Record

19,848,155

Number of Shares of **Series B Preferred Stock** Held of Record

3,169,768

Number of Shares of **Series C Preferred Stock** Held of Record

1,480,770

Number of Shares of **Series D Preferred Stock** Held of Record

Number of Shares of **Series D-1 Preferred Stock** Held of Record

Number of Shares of **Series E Preferred Stock** Held of Record

Number of Shares of **Series F Preferred Stock** Held of Record

Number of Shares of **Series F-1 Preferred Stock** Held of Record

Number of Shares of **Series F-2 Preferred Stock** Held of Record

Number of Shares of **Series F-3 Preferred Stock** Held of Record

IN WITNESS WHEREOF, the undersigned, having the authority and power to vote and give consent with respect to the number of shares of each class and/or series of capital stock of the Company set forth below, has executed this Written Consent of the Stockholders in Lieu of a Meeting with respect to all such shares. This Written Consent may be signed in multiple counterparts, which together shall constitute a single document.

Draper Fisher Jurvetson

Partners VII, LLC

Name of Stockholder

12,555

Number of Shares of **Common Stock** Held of Record

By:


John Fisher

Title: Managing Member

Number of Shares of **Series A Preferred Stock** Held of Record

289,451

Number of Shares of **Series B Preferred Stock** Held of Record

46,226

Number of Shares of **Series C Preferred Stock** Held of Record

21,595

Number of Shares of **Series D Preferred Stock** Held of Record

Number of Shares of **Series D-1 Preferred Stock** Held of Record

Number of Shares of **Series E Preferred Stock** Held of Record

Number of Shares of **Series F Preferred Stock** Held of Record

Number of Shares of **Series F-1 Preferred Stock** Held of Record

Number of Shares of **Series F-2 Preferred Stock** Held of Record

Number of Shares of **Series F-3 Preferred Stock** Held of Record

IN WITNESS WHEREOF, the undersigned, having the authority and power to vote and give consent with respect to the number of shares of each class and/or series of capital stock of the Company set forth below, has executed this Written Consent of the Stockholders in Lieu of a Meeting with respect to all such shares. This Written Consent may be signed in multiple counterparts, which together shall constitute a single document.

Draper Associates, L.P.

Name of Stockholder

18,396

Number of Shares of **Common Stock** Held of Record

By:

Timothy C. Draper

Title: General Partner

Number of Shares of **Series A Preferred Stock** Held of Record

537,554

Number of Shares of **Series B Preferred Stock** Held of Record

85,847

Number of Shares of **Series C Preferred Stock** Held of Record

38,403

Number of Shares of **Series D Preferred Stock** Held of Record

Number of Shares of **Series D-1 Preferred Stock** Held of Record

Number of Shares of **Series E Preferred Stock** Held of Record

Number of Shares of **Series F Preferred Stock** Held of Record

Number of Shares of **Series F-1 Preferred Stock** Held of Record

Number of Shares of **Series F-2 Preferred Stock** Held of Record

Number of Shares of **Series F-3 Preferred Stock** Held of Record

IN WITNESS WHEREOF, the undersigned, having the authority and power to vote and give consent with respect to the number of shares of each class and/or series of capital stock of the Company set forth below, has executed this Written Consent of the Stockholders in Lieu of a Meeting with respect to all such shares. This Written Consent may be signed in multiple counterparts, which together shall constitute a single document.

JABE, LLC

Name of Stockholder

6,621

Number of Shares of **Common Stock** Held of Record

By: 

Timothy C. Draper

Number of Shares of **Series A Preferred Stock** Held of Record

Title: Managing Member

Number of Shares of **Series B Preferred Stock** Held of Record

Date: _____

Number of Shares of **Series C Preferred Stock** Held of Record

Number of Shares of **Series D Preferred Stock** Held of Record

Number of Shares of **Series D-1 Preferred Stock** Held of Record

Number of Shares of **Series E Preferred Stock** Held of Record

Number of Shares of **Series F Preferred Stock** Held of Record

Number of Shares of **Series F-1 Preferred Stock** Held of Record

Number of Shares of **Series F-2 Preferred Stock** Held of Record

Number of Shares of **Series F-3 Preferred Stock** Held of Record

IN WITNESS WHEREOF, the undersigned, having the authority and power to vote and give consent with respect to the number of shares of each class and/or series of capital stock of the Company set forth below, has executed this Written Consent of the Stockholders in Lieu of a Meeting with respect to all such shares. This Written Consent may be signed in multiple counterparts, which together shall constitute a single document.

WaldenVC II, L.P.

Name of Stockholder

By:

Title:

Date:

42,049

Number of Shares of **Common Stock** Held of Record

Number of Shares of **Series A Preferred Stock** Held of Record

11,604,727

Number of Shares of **Series B Preferred Stock** Held of Record

1,744,846

Number of Shares of **Series C Preferred Stock** Held of Record

26,902

Number of Shares of **Series D Preferred Stock** Held of Record

Number of Shares of **Series D-1 Preferred Stock** Held of Record

Number of Shares of **Series E Preferred Stock** Held of Record

Number of Shares of **Series F Preferred Stock** Held of Record

Number of Shares of **Series F-1 Preferred Stock** Held of Record

Number of Shares of **Series F-2 Preferred Stock** Held of Record

Number of Shares of **Series F-3 Preferred Stock** Held of Record

PATENT ASSIGNMENT AGREEMENT

WHEREAS, by unanimous written consent of the board of directors of Mode Media Corporation, a Delaware corporation ("*Mode Media*" or the "*Company*"), and with the consent of the shareholders of Mode Media, on September __, 2016, Mode Media, in accordance with the assignment for benefit of creditors laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Mode Media (assignment for the benefit of creditors), LLC, a California limited liability company (the "*Assignee*"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Mode Media (the "*General Assignment*");

WHEREAS, pursuant to the terms of the General Assignment Agreement between Mode Media and the Assignee, all of Mode Media's rights title and interest in its assets have been assigned to the Assignee, including the Company's patents and patent applications;

WHEREAS, Mode Media and Assignee desire to memorialize the transfer of the Company's patents and patent applications and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment Agreement, Mode Media has conveyed, assigned, transferred, delivered and set over for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and does hereby convey, assign, transfer, deliver and set over, unto said Assignee, its successors and assigns, (1) the entire worldwide right, title and interest in and to each and all Letters Patents in the United States and in all foreign countries including, without limitation corresponding Patent Cooperation Treaty patent applications and corresponding National patent applications and all inventions, improvements and discoveries disclosed in said Letters Patents and applications which were held by the Company immediately prior to the consummation of the General Assignment, including those set forth in Schedule A hereto, and in and to all substitutions, divisions, continuations, continuations-in-part, reexaminations, extensions, renewals and reissues (as applicable) thereof, including without limitation of generality, all rights of priority resulting from the filing of patent applications relating to any of the foregoing as well as any and all choses in action and any and all claims and demands, both at law and in equity, that Assignor has or may have for damages or profits accrued or to accrue on account of the infringement of any of said Letter Patents, patent applications, inventions, improvements and discoveries (or any provisional rights therein), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by the Company if the assignment set forth in this Patent Assignment had not been made; (2) the full and complete right to file patent applications in the name of the Company or its designee, at the Assignee's, or its designee's election, on the aforesaid inventions, improvements, discoveries and applications in all countries of the world; and (3) the entire right, title and interest in and to any Letter Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same.

AND the Company hereby authorizes and requests the United States Patent and Trademarks Office to issue said Letter Patents in accordance with this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Mode Media Corporation has caused this Patent Assignment to be signed by its duly authorized officer as of the date first written above.

Mode Media Corporation

By: [Signature]
Name: JACK ROFOLLO
Title: OFFICER, MODE MEDIA

Mode Media (assignment for the benefit of creditors),
LLC, in its sole and limited capacity as the assignee for
the benefit of creditors of Mode Media Corporation

By: [Signature]
Name: MICHAEL S. ROLOFF
Title: MANAGER

Schedule A

MODE AND NING PENDING AND REGISTERED PATENT PROSECUTION MATTERS

MODE APPLICATION TITLE	APPLICATION NUMBER; FILE DATE	STATUS	ACTUAL OR ESTIMATED ACTION DATE
Group Delivery and Conditional Counting	APPLICATION SERIAL NO. 13/489,666, filed 06/01/2012	Notice of Appeal filed Jan. 4, 2016	Appeal Brief due 3/04/16
Dynamic Geo Database Source Selection	APPLICATION SERIAL NO. 13/483,393, filed 05/30/2012	Abandoned	
Real-Time Dynamic Page Awareness for Ad Serving	APPLICATION SERIAL NO. 13/483,509, filed 05/30/2012	Notice of Appeal filed Jan. 15, 2016	Appeal Brief due 3/15/16
Pre-Processing of Ad Requests Using Edge Side Processing Over Commercial CDNs	APPLICATION SERIAL NO. 13/489,716, filed 06/06/2012	Office Action received.	Response to Office Action filed Jan. 7, 2016
Computer- Implemented Social Content Curation and Ranking	Application Serial No. 13/763,124, filed 02/08/2013	Final Office Action received.	Mode considering response. Response due Feb. 27, 2016.
NING APPLICATION TITLE	APPLICATION NUMBER; FILE DATE	STATUS	ACTUAL OR ESTIMATED ACTION DATE
Dynamic User Interface for a Web Application	US Pat. Application No. 11/768,126, filed 06/25/2007	Application Abandoned Jan. 2014.	
Internet Publishing Engine and Publishing Process Using Ad Metadata to Deliver	US Pat. Application No. 12/340,112, filed 12/19/2008	Application Abandoned Sept. 2013.	

MODE AND NING PENDING AND REGISTERED PATENT PROSECUTION MATTERS

Ads			
A Multi-Dimensional Method for Optimized Delivery of Targeted On-Line Brand Advertisements	U.S. Patent No. 8,620,748 issued 12/31/13.	Registered Patent.	
A Multi-Dimensional Method for Optimized Delivery of Targeted On-Line Brand Advertisements	US Pat. Application No. 13/923,236 Filed June 20, 2013	Divisional patent application pending.	Awaiting PTO action (est. 1/17)
Automatic API Generation for a Web Application	U.S. Patent No. 8,504,543 Issued Aug. 6, 2013.	Registered Patent.	1st Maint. Fee due 2/6/17
Hosted Application Server	US Pat. No. 8346950, issued 1/1/2013.	Registered Patent.	1st Maint. Fee due 7/1/16
Advertisement Selection in an Electronic Application System	US Patent No. 7,603,352, issued 10/13/2009	Registered Patent.	Maintenance Fee paid April 24, 2013.
Interacting With a Shared Data Model	US Patent No. 7,756,945, issued 07/13/2010	Registered Patent.	Maintenance Fee. January 13, 2018
Web Application Cloning	US Patent No. 7,984,421, issued 07/19/2011	Registered Patent.	Maintenance Fee paid Dec. 2014.

PATENT

REEL: 045248 FRAME: 0224

RECORDED: 02/06/2018