505832944 12/20/2019

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5879877

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
COX MEDIA GROUP DIGITAL DEVELOPMENT, INC.	12/16/2019

RECEIVING PARTY DATA

Name:	TERRIER MEDIA BUYER, INC.
Street Address:	C/O AP IX (PMC) VOTECO, LLC,
Internal Address:	9 WEST 57TH STREET, 43RD FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	9436947

CORRESPONDENCE DATA

Fax Number: (404)541-3111

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.

Phone: 404-815-6500

Email: landrew@kilpatricktownsend.com

Correspondent Name: KILPATRICK TOWNSEND & STOCKTON LLP

Address Line 1: 1100 PEACHTREE STREET

Address Line 2: SUITE 2800

Address Line 4: ATLANTA, GEORGIA 30309

NAME OF SUBMITTER:	LESLEY L. ANDREW	
SIGNATURE:	/Lesley L. Andrew/	
DATE SIGNED:	12/20/2019	

Total Attachments: 6

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PATENT REEL: 051346 FRAME: 0820

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this "<u>Assignment</u>"), dated December 17, 2019, is entered into by and between Cox Media Group Digital Development, Inc. ("<u>Assignor</u>"), on the one hand, and Terrier Media Buyer, Inc. ("<u>Assignee</u>"), on the other hand.

WHEREAS, reference is made to that certain Stock Purchase Agreement dated June 26, 2019 by and among Cox Enterprises, Inc., a Delaware corporation, Cox Media Group, LLC, a Delaware limited liability company, Cox Media Group Ohio, Inc., a Delaware corporation, Cox Radio, Inc., a Delaware corporation, and Assignee (the "Purchase Agreement"); and

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the patents and patent applications set forth on <u>Exhibit A</u> attached hereto (the "<u>Patents</u>");

WHEREAS, simultaneously with and pursuant to the consummation of the transactions contemplated by the Purchase Agreement, Assignor agrees to assign and deliver to Assignee all of its right, title and interest in, to and under the Patents free and clear of all Liens, other than Permitted Liens, and Assignee has agreed to accept such assignment.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1. <u>Defined Terms</u>. Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Purchase Agreement.
- 2. Assignment. Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee (i) all of its right, title and interest in and to the Patents, whether statutory or at common law, including all registrations and applications therefor, (ii) the right to sue and recover for all past, present and future infringements, misappropriations and other violations of the Patents (including, without limitation, the right to receive all monies, proceeds, settlements and recoveries in connection therewith and to obtain equitable relief in respect of such infringements, misappropriations and other violations), and (iii) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto. Assignee hereby accepts the assignment of the Patents.
- 3. <u>Acknowledgment</u>. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Patents.
- 4. The Purchase Agreement. This Assignment is intended to facilitate the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Notwithstanding anything to the contrary herein, nothing contained in this Assignment shall be construed to supersede, limit, restrict, expand, enlarge, modify or qualify in any manner the rights and obligations (including without limitation any liability) of the parties under the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms

PATENT REEL: 051346 FRAME: 0821 and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

- 5. Further Assurances. At any time after the date hereof, each Party shall from time to time, at the request of and without further cost or expense to the other, execute, acknowledge and deliver such other further assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by the other Party, and take such other actions consistent with the terms of this Assignment as may reasonably be requested in order to assign, transfer, grant, convey, and confirm to Assignee the Acquired Company Assets, the Shares or otherwise consummate the Transactions. To the fullest extent permitted by applicable Law, Assignor hereby authorizes Assignee and its assignees and gives Assignee and its assignees its irrevocable power of attorney, with full power of substitution, which authorization shall be coupled with an interest, to take any and all steps in Assignor's name and on behalf of Assignor that are necessary or desirable in the reasonable determination of Assignee and its assignees to assign, transfer, endorse, negotiate, deposit or otherwise realize on any Acquired Company Asset, Shares or any writing of any kind in connection with any Acquired Company Asset or Shares if Assignor does not do so within a reasonable period of time after receipt of a request from Assignee.
- 6. Governing Law; Consent to Jurisdiction. All disputes, claims (and counter-claims), controversies or causes of action (whether at law or in equity, whether in contract or in tort or otherwise) based upon, arising out of or relating to this Assignment, or the negotiation, validity or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its rules of conflict of laws. Each of the Parties hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the Delaware Court of Chancery; provided, that if (and only after) such court determines that it lacks subject matter jurisdiction over any particular matter, such matter shall be brought in the Chosen Courts, for any Action arising out of or relating to this Assignment or the negotiation, validity or performance of this Assignment (and agrees not to commence any Action relating thereto except in such Chosen Courts), waives any objection or defense with respect to the laying of venue of any such Action in the Chosen Courts and agrees not to plead or claim (or counter-claim), or advocate as a defense, in any Chosen Court that such Action brought therein (i) has been brought in any inconvenient forum, (ii) should be transferred or removed to any court other than one of the Chosen Courts, or (iii) should be stayed by reason of the pendency of some other proceeding in any court other than one of the Chosen Courts. Each party hereto hereby agrees not to commence any such Action other than before one of the Chosen Courts. Each party hereto agrees that a final, nonappealable judgment in any Action so brought shall be conclusive and may be enforced by suit on the judgment in any court of competent jurisdiction, or in any other manner provided by Law.
- 7. Successors and Assigns. No party hereto may assign this Assignment without the prior written consent of the other parties hereto. The terms of this Assignment shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Assignment. Notwithstanding the foregoing, Assignee may assign any or all of its rights under this Assignment to any of its Affiliates or to its or its subsidiaries' lenders as collateral security without the consent of any of the other parties hereto, and no assignment shall relieve any party of any obligation or liability under this Assignment.

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8. <u>Counterparts</u>. This Assignment may be executed in two or more counterparts, which together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, .pdf or electronic mail intended to preserve the original graphic and pictorial appearance of the signature shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Signature Page Follows]

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

	ACCIONECT
	ASSIGNOR
	Cox Media Group Digital Development, Inc.
	Name: Juliette W. Pryor
	Title: Secretary
Title:	~*************************************
Sworn to before me this July day of Carember, 2019	
J. Anna J. H V.	
Notary Public	
	"Ministration"
ACKNOWLEDGED AND ACCEPTE as of the date first written above.	ED
as of the date hist withen above.	
ASSIGNEE	•
Terrier Media Buyer, Inc.	
Ву:	
Mamor	

[Signature Page to Patent Assignment Agreement]

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

	ASSIGNOR
	Cox Media Group Digital Development, Inc.
	By:
	Name:
	Title:
Title:	
Sworn to before me this day of, 2019	
Notary Public	
ACKNOWLEDGED AND ACCEPTED as of the date first written above.	
<u>ASSIGNEE</u>	
Terrier Media Buyer, Inc. By:	
Title: Vice President	

[Signature Page to Patent Assignment Agreement]

Exhibit A

Patents

Patent	Application Number/	Patent Number/	Status
	Filing Date	Issue Date	
Systems and methods for	13675006	9436947	Issued
conducting surveys	13-NOV-2012	06-SEP-2016	

Doc#: US1:13305460v5

RECORDED: 12/20/2019

PATENT REEL: 051346 FRAME: 0826