

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM482063

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marketron Broadcast Solutions, LLC		12/29/2017	Limited Liability Company: DELAWARE
Marketron RT, LLC		12/29/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	MBS Opco, LLC
<b>Street Address:</b>	c/o Corporation Service Company
<b>Internal Address:</b>	251 Little Falls Drive
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19808
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3581305	BASESTATION
Registration Number:	3825753	GEOSTATION
Registration Number:	2859976	M MARKETRON
Registration Number:	3288260	MSONG
Registration Number:	4193549	MMMM
Registration Number:	4193550	MMMM
Registration Number:	4193551	MMMM
Registration Number:	3983767	MARKETRON
Registration Number:	3983768	MARKETRON
Registration Number:	4078805	MARKETRON
Registration Number:	3987270	GUIDABLE
Registration Number:	3964219	MARKETRON EXCHANGE
Registration Number:	2167563	TAPCONNECT
Registration Number:	3968524	REVENUE BUILDER
Registration Number:	3495650	SCOTT TRAFFIC
Serial Number:	85856309	RADIOTRAFFIC.COM

CH \$415.00 3581305

TRADEMARK

**CORRESPONDENCE DATA****Fax Number:** 9497254100*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:** 9497254000**Email:** amina@sycr.com**Correspondent Name:** Arnold V. Mina**Address Line 1:** Stradling Yocca Carlson & Rauth, P.C.**Address Line 4:** Newport Beach, CALIFORNIA 92660**ATTORNEY DOCKET NUMBER:** 102979-0028**NAME OF SUBMITTER:** Arnold Mina**SIGNATURE:** /Arnold Mina/**DATE SIGNED:** 07/16/2018**Total Attachments: 11**

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**INTELLECTUAL PROPERTY ASSIGNMENT**

This Intellectual Property Assignment (this “**IP Assignment**”), dated as of December

(c) the copyrights and copyright registrations, applications for registration and exclusive copyright licenses listed in **Exhibit C** and all issuances, extensions and renewals thereof (the “**Assigned Copyrights**”);

(d) the domain names listed in **Exhibit D** (the “**Assigned Domain Names**”);

(e) all goodwill connected with the use of, and symbolized by, the Assigned Marks, the Assigned Patents, the Assigned Copyrights and the Assigned Domain Names;

(f) all rights to enforce, and bring actions for all past, present and future infringement or violation of any of the Assigned Marks, the Assigned Patents or the Assigned Copyrights, seek damages, costs, profits, injunctive relief and other legal and equitable remedies on account thereof, and to settle, and collect and retain the proceeds therefrom;

(g) all rights to collect royalties and other payments under or on account of any of the Assigned Marks, the Assigned Patents or the Assigned Copyrights;

(h) all rights to apply for, file, register, maintain, extend or renew same, and seek protection therefor, with full benefit of such priority as may now or hereafter be granted to such Seller by applicable Law; and

(i) all other rights with respect thereto.

3. Recordation and Additional Domain Name Transfer Actions. Each party authorizes the Commissioner for Trademarks and the Commissioner for Patents of the USPTO and any other government officials to record and register this IP Assignment upon request by Opco. Sellers will execute all documents, papers, forms and authorizations, and take such other actions as are reasonably necessary to effectuate the transfer of ownership and control of the Assigned Domain Names to Opco, and enable Opco to register the Assigned Domain Names in the name of Opco with the domain name registry of Opco’s choosing (“**Opco’s Registrar**”) and agree in the future not to register or use any domain name confusingly similar to any of the Assigned Domain Names. The Assigned Domain Names will be deemed transferred when: (i) Opco’s Registrar has confirmed the transfer in accordance with its procedures therefor; (ii) the applicable WHOIS database identifies Opco as the registrant of the Assigned Domain Names; and (iii) Opco has administrative and technical access to the Assigned Domain Names, and sole control over where the Assigned Domain Names point.

4. Further Assurances. At any time or from time to time hereafter, each Seller will, at the reasonable request of Opco, take all additional action as may be necessary to put Opco in operating control of any of the Owned Intellectual Property that does not constitute Canada Owned Intellectual Property, and will execute, acknowledge and deliver such additional instruments of conveyance, power of attorney, sale, assignment or transfer, and take such additional actions as Opco may reasonably request in order to more effectively consummate the transactions contemplated by this IP Assignment.

5. Third-Party Consents. The terms of Section 2.5 of the Purchase Agreement are hereby incorporated by reference.

6. Effect of Agreement. This IP Assignment is intended to evidence 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 IP Assignment is made without representation or warranty, except as provided in the Purchase Agreement. Nothing contained in this IP Assignment will be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this IP Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement will govern.

7. Counterparts. This IP Assignment may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed an original, but all of which will be considered one and the same agreement, and will become effective when each party has received counterparts signed by each of the other parties, it being understood and agreed that delivery of a signed counterpart signature page to this IP Assignment by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will constitute valid and sufficient delivery thereof.

8. Governing Law. This IP Assignment will be governed by and construed in accordance with the Laws of the State of Delaware that apply to agreements made and performed entirely within the State of Delaware, without regard to the conflicts of law provisions thereof or of any other jurisdiction.

9. Amendment. This IP Assignment may not be amended or modified except by an instrument in writing signed by each of Marketron, Marketron RT and Opco.

10. Successors and Assigns. This IP Assignment and the various rights and obligations arising hereunder will inure to the benefit of and be binding upon each of Marketron, Marketron RT and Opco, and their respective successors and permitted assigns.

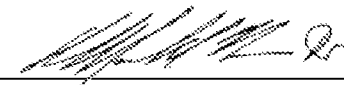
11. Assignment. Neither this IP Assignment nor any of the rights, interests or obligations hereunder may be assigned by any party hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other party hereto; provided, however, that without such prior written consent: (a) Opco may assign its rights and/or delegate its obligations under this IP Assignment (in whole but not in part) to any of its Affiliates; provided, however, that no such transfer or assignment will relieve Opco of its obligations hereunder; (b) any or all of the rights and interests and/or obligations of Opco under this IP Assignment: (i) may be assigned and/or delegated to any purchaser of a substantial portion of the assets of Opco or any of its Affiliates (whereupon Opco will cease to have any further liabilities or obligations hereunder provided that such purchaser has agreed in writing to assume the liabilities and obligations of Opco hereunder); and (ii) may be assigned as a matter of law to the surviving entity in any merger, consolidation, share exchange or reorganization involving Opco or any of its Affiliates; and (c) Opco and its Affiliates will be permitted to collaterally assign, at any time and in their sole discretion, their respective rights hereunder to any lender or lenders providing financing to Opco or any of its Affiliates (including any agent for any such lender or lenders) or to any assignee or assignees of such lender, lenders or agent.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment to be duly executed as of the date first set forth above.

**SELLERS:**

**MARKETRON BROADCAST SOLUTIONS, LLC**


By:   
\_\_\_\_\_  
Name: Marshall Merriman  
Title: Vice President

**MARKETRON RT, LLC**

By:   
\_\_\_\_\_  
Name: Marshall Merriman  
Title: Manager

**OPCO:**

**MBS OPCO, LLC**





By: \_\_\_\_\_

Name: Kevin Ma

Title: President

**EXHIBIT A**

**ASSIGNED MARKS**

<b>Mark Name</b>	<b>Country</b>	<b>Owner</b>	<b>Registration Status</b>
BASESTATION	United States	Marketron Broadcast Solutions, LLC (as assignee of Marketron Interactive, Inc.)	Registered
GEOSTATION	United States	Marketron Broadcast Solutions, LLC (as assignee of Marketron Interactive, Inc.)	Registered
M MARKETRON and Design  Marketron	United States	Marketron Broadcast Solutions, LLC	Registered
MSONG	United States	Marketron Broadcast Solutions, LLC (as assignee of Marketron Mobile LLC)	Registered
MMMM and Design 	United States	Marketron Broadcast Solutions, LLC	Registered (Class 42)
MMMM and Design 	United States	Marketron Broadcast Solutions, LLC	Registered (Class 41)
MMMM and Design 	United States	Marketron Broadcast Solutions, LLC	Registered (Class 9)
MARKETRON	United States	Marketron Broadcast Solutions, LLC	Registered (Class 42)
MARKETRON	United States	Marketron Broadcast Solutions, LLC	Registered (Class 41)
MARKETRON	United States	Marketron Broadcast Solutions, LLC	Registered (Class 9)



GUIDABLE	United States	Marketron Broadcast Solutions, LLC (as assignee of Emmis Interactive, Inc.)	Registered
MARKETRON EXCHANGE	United States	Marketron Broadcast Solutions, LLC	Registered
TAPCONNECT	United States	Marketron Broadcast Solutions, LLC (as assignee of TAPSCAN, LLC)	Registered
REVENUE BUILDER	United States	Marketron Broadcast Solutions, LLC	Registered
SCOTT TRAFFIC	United States	Marketron RT, LLC	Registered
RADIOTRAFFIC.COM	United States	N/A	Pending

**EXHIBIT B**

**ASSIGNED PATENTS**

None.

**EXHIBIT C**

**ASSIGNED COPYRIGHTS**

Radio Traffic Software

UnattendedWeather Software

## EXHIBIT D

### ASSIGNED DOMAIN NAMES

azurehsp.com  
buymedia.com  
eiapi.com  
emailmytimes.com  
emarketron.com  
emarketron.net  
emmisinteractive.com  
interactiveideavault.com  
interactivesalesvault.com  
keymetric.us  
marketron-dev.com  
marketron.biz  
marketron.cloud  
marketron.com  
marketron.info  
marketron.net  
marketron.org  
marketron.us  
marketronbroadcastsolutions.com  
marketrondigital.com  
marketrondigital.net  
marketroninteractive.com  
marketroninteractive.net  
marketronmobile.com  
mediascape-dev.com  
mediascapeideavault.com  
mih-api.com  
mktn.com  
mobileideavault.com  
msnap.com  
msnapaccess.com  
mymarketron.com  
pinbusiness.me  
radio-traffic.com  
radio-traffic.net  
radio-traffic.org  
radiotraffic.biz  
radiotraffic.com

radiotraffic.info  
radiotraffic.org  
radiotraffic.us  
radioweather.com  
rep-pak.com  
reppak.com  
scott-traffic.com  
scotttraffic.net  
theinteractiveideavault.com  
theinteractivesalesvault.com  
traf.com  
traf.net  
traffic1234.com  
unattendedweather.com  
visualtraffic.com  
vtazure.com  
vtdataassure.com  
walkawayweather.com  
webavails.com  
wicksbroadcastsolutions.com