

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blackwave Media Holdings, LLC		04/27/2010	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	The Blackwave Group, LLC		
Street Address:	2333 Alexandria Drive		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40504		
Entity Type:	LIMITED LIABILITY COMPANY: KENTUCKY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3500331	B	
Serial Number:	77829255	BLACKWAVE	
Registration Number:	3500330	BLACKWAVE	
CORRESPONDENCE DATA			
Fax Number:	(502)561-0442		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jgregory@midtreut.com		
Correspondent Name:	Julie Ann Gregory		
Address Line 1:	2500 BROWN & WILLIAMSON TOWER		
Address Line 4:	Louisville, KENTUCKY 40202		
NAME OF SUBMITTER:	Julia Riehm McGuffey		
Signature:	/Julia Riehm McGuffey/		
Date:	11/23/2010		

OP \$90.00 3500331

Total Attachments: 3

source=Assignment For USPTO#page1.tif

source=Assignment For USPTO#page2.tif

source=Assignment For USPTO#page3.tif

ASSIGNMENT OF SERVICE MARKS

THIS ASSIGNMENT, dated April ~~27~~, 2010, is from Blackwave Media Holdings, LLC, a Limited Liability Company organized under the laws of the State of Ohio, with a business address of P.O. Box 3222, Louisville, KY 40201 ("Assignor"), to The Blackwave Group, LLC, a Limited Liability Company organized under the laws of the Commonwealth of Kentucky, with a business address of 2333 Alexandria Drive, Lexington, KY 40504 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the sole owner of the exclusive right, title and interest in and to the service marks attached on Schedule A hereto (collectively, the "Marks"), and the related registrations and pending application referenced therein (respectively, the "Registrations" and "Application"), such Registrations based upon Assignor's use of the mark (excepting those Marks identified with an asterisk [*] which are applied for registration based on Assignor's bona fide intent to use such Marks under Section 1(b) of the Lanham Act);

WHEREAS, with respect to those marks identified with an asterisk [*] which are not in use, Assignee is a successor to the business of Assignor and/or a successor to the ongoing and existing portion of the business to which each such mark pertains, thus making assignment of the related Application permissible under Section 10 of the Lanham Act;

WHEREAS, Assignee is interested in acquiring the entire and exclusive right, title and interest in and to the Marks, Registrations, and Application together with the goodwill of the business connected with the use of and symbolized by the Marks;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Marks, Registrations, and Application, together with the goodwill of the business connected with the use of and symbolized by the Marks;

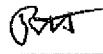
NOW, THEREFORE, in consideration of one dollar (U.S. \$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee and its successors, assigns and nominees without any restrictions, reservations, or limitations:

1. The entire and exclusive right, title and interest in and to the Marks, Registrations, and Application, together with the goodwill of the business connected with the use of and symbolized by the Marks, including the right to register the Marks in Assignee's name throughout the world; and
2. The sole right to enforce rights in said Marks, Registrations, and Application, with the right to sue for and recover for Assignee's own use accrued profits or damages for any and all causes of action, claims, and demands and other rights for infringements thereof, including, but not limited to past infringements with respect to which Assignor waives any right to receive any portion thereof.

Assignor covenants that Assignor has the full right to enter into this Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its authorized officer, as of the day and year first above written.

Blackwave Media Holdings, LLC

By: 

David M. Roth
Assistant Secretary

Schedule A

COUNTRY	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
---------	-------	-------	-------	------	--------	---------

B & Design 

UNITED STATES	03/21/2008	78/980,470	09/09/2008	3,500,331	REGISTERED	035,041
	09/09/2014	AFFIDAVIT OF USE				

035 - management and agency representation of performing artists; publicity agents; marketing and promotion of performing artists; promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with celebrities, performing artists and/or events of others; marketing consultation for others; marketing and promoting events of others; production of radio and 041 - entertainment services, namely, personal appearances by movie stars, television stars, radio personalities, musical performing artists; music production and recording services; music publishing services; audio recording and production services; production of film and motion pictures; production of radio and television programs and video programs; production of compact disks, DVDs

***BLACKWAVE**

UNITED STATES	09/17/2009	77/829,255			SUSPENDED	035
	08/15/2009	SUSPENSION ST CK				

035 - business management and consultation services

BLACKWAVE

UNITED STATES	03/21/2008	78/980,467	09/09/2008	3,500,330	REGISTERED	035,041
	09/09/2014	AFFIDAVIT OF USE				

035 - management and agency representation of performing artists; publicity agents; marketing and promotion of performing artists; promoting the goods and services of others by arranging for sponsors to affiliate their goods and services with celebrities, performing artists and/or events of others; marketing consultation for others; marketing and promoting events of others; production of radio and 041 - entertainment services, namely, personal appearances by movie stars, television stars, radio personalities, musical performing artists; music production and recording services; music publishing services; audio recording and production services; production of film and motion pictures; production of radio and television programs and video programs; production of compact disks, DVDs