

## 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
University of Washington		09/04/2012	STATE AGENCY: WASHINGTON
RECEIVING PARTY DATA			
Name:	Friends of KEXP		
Street Address:	113 Dexter Ave N		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2607259	WHERE THE MUSIC MATTERS	
CORRESPONDENCE DATA			
Fax Number:	2062240779		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206-682-8100		
Email:	efiling@cojk.com		
Correspondent Name:	Everett E. Fruehling		
Address Line 1:	1420 Fifth Avenue, Sutie 2800		
Address Line 4:	Seattle, WASHINGTON 98101-2347		
ATTORNEY DOCKET NUMBER:	UWSCV-2-26544		
NAME OF SUBMITTER:	Gina Scott, IP Paralegal Manager		
Signature:	/Gina Scott/		

Date:

09/11/2012

Total Attachments: 2

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## ASSIGNMENT OF TRADEMARKS

4 This Assignment of Trademarks ("Assignment") made and entered into as of September 4, 2012, by and between University of Washington, a public institution of higher education and agency of the state of Washington, with administrative offices at 4311- 11<sup>th</sup> Ave. N.E., Suite 500, Seattle, WA 98105 ("Assignor"), and Friends of KEXP, a corporation organized under the laws of the State of Washington, with principle place of business at 113 Dexter Ave N, Seattle, WA 98109 ("Assignee"). Assignor and Assignee are referenced herein collectively as the "Parties."

### RECITALS

A. WHEREAS, Assignor is the sole and exclusive owner of the trademark "Where the Music Matters" ("Mark") with registration number 2607259 in connection with the following goods and/or services:

*RADIO AND INTERNET BROADCASTING IN INTERNATIONAL CLASS 038;  
PROVIDING A WEB SITE OF INFORMATION RELATED TO MUSIC AND MUSIC RELATED CONTENT IN  
INTERNATIONAL CLASS 041;*

AND

B. WHEREAS, Assignee wishes to acquire the aforesaid trademark and registration;

### ASSIGNMENT

NOW, THEREFORE, in consideration of the Assignee's agreement to pay the renewal fee in accord with the designated mechanism for payment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### I. ASSIGNMENT.

- a. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Mark, together with the goodwill of the business symbolized by said Mark, and the business to which the Mark pertain, including all rights to sue and recover for damages and profits for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured by the laws now or hereafter in any jurisdiction throughout the world, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
- b. Assignor agrees to file and pay for all notices and other documents necessary or appropriate to reflect this Assignment with the Patent and Trademark Office and

all other appropriate governmental trademark offices.

c. Both Parties agree to execute any and all further documents necessary or appropriate to effect this Assignment.

2. COUNTERPARTS.

This Assignment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

3. GOVERNING LAW.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Washington without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Washington.

IN WITNESS WHEREOF, Assignor and Assignee have executed or caused their duly authorized officers to execute this Assignment as of this \_\_\_\_ day of September, 2012.

ASSIGNOR:

University of Washington.

By: Jesse S. Kindra

Print Name: Jesse S. Kindra

Title: Director, IP Management

Date: 9/5/2012

ASSIGNEE:

Friends of KEXP.

By: [Signature]

Print Name: THEONAS WARR

Title: EXEC DIR

Date: 9/4/2012