

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
UP Entertainment, LLC	FORMERLY Gospel Music Channel, LLC	10/21/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Aspire Channel, LLC
Street Address:	2077 Convention Center Concourse
Internal Address:	Suite 300
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30337
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	4314446	ASPIRE
Registration Number:	4314447	ASPIRE
Registration Number:	4404164	EXHALE
Serial Number:	85550731	LAUNCH PAD

CORRESPONDENCE DATA

Fax Number:
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 770-692-4535
 Email: acagnolatti@uptv.com
 Correspondent Name: Alyssa Cagnolatti
 Address Line 1: 2077 Convention Center Concourse
 Address Line 2: Suite 300
 Address Line 4: Atlanta, GEORGIA 30337

OP \$115.00 4314446

NAME OF SUBMITTER:	Alyssa Cagnolatti
Signature:	/Alyssa Cagnolatti/
Date:	12/09/2013
Total Attachments: 5 source=Trademark Assignments_Aspire_Exhale_LaunchPad_FE#page1.tif source=Trademark Assignments_Aspire_Exhale_LaunchPad_FE#page2.tif source=Trademark Assignments_Aspire_Exhale_LaunchPad_FE#page3.tif source=Trademark Assignments_Aspire_Exhale_LaunchPad_FE#page4.tif source=Trademark Assignments_Aspire_Exhale_LaunchPad_FE#page5.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

UP Entertainment, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: DE
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) _____

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Aspire Channel, LLC

Street Address: 2077 Convention Center Concourse, Ste 300

City: Atlanta

State: GA

Country: USA Zip: 30337

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship DE
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4314446; 4314447; 4404164; 85550731

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Alyssa Cagnolatti

Internal Address: _____

Street Address: 2077 Convention Center Concourse
Suite 300

City: Atlanta

State: GA Zip: 30337

Phone Number: 770.692.4535

Docket Number: _____

Email Address: acagnolatti@uptv.com

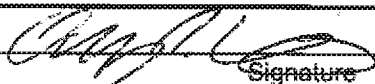
6. Total number of applications and registrations involved:**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** 115.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Alyssa Cagnolatti

Name of Person Signing

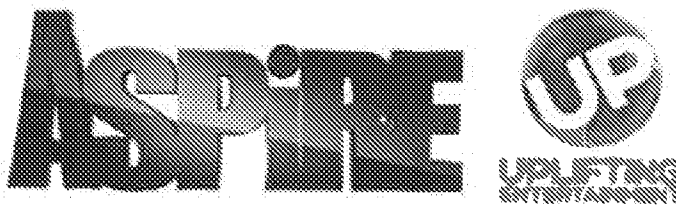
12/9/13

Date

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 005169 FRAME: 0677



TRADEMARK ASSIGNMENT AGREEMENT

As of October 21, 2013

The Trademark Assignment Agreement is entered into between UP Entertainment, LLC ("UPTV"), located at 2077 Convention Center Concourse, Suite 300, Atlanta, GA 30337 and Aspire Channel, LLC ("Aspire"), located at 2077 Convention Center Concourse, Suite 300, Atlanta, GA 30337. UPTV has agreed to execute and deliver this Trademark Assignment for recording with national, federal, and state government authorities including, but not limited to, the US Patent and Trademark Office ("USPTO").

The parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UPTV irrevocably conveys, transfers and assigns to Aspire all of UPTV's right, title and interest in and to the following (the "Assigned Trademark"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark:

ASPiRE, Registration Number 4,314,446

2. Recordation and Further Actions. UPTV authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Aspire. UPTV shall execute any and all documents and take all other further actions as reasonably requested by Aspire to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney.

UP Entertainment, LLC

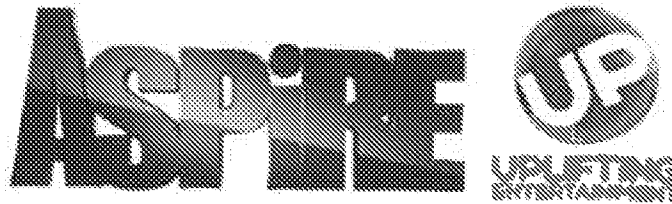
By: Peter J. [Signature]

Its: General Counsel

Aspire Channel, LLC

By: [Signature]

Its: General Manager



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ASPiRE, Registration Number 4,314,447

2. Recordation and Further Actions. UPTV authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Aspire. UPTV shall execute any and all documents and take all other further actions as reasonably requested by Aspire to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney.

UP Entertainment, LLC

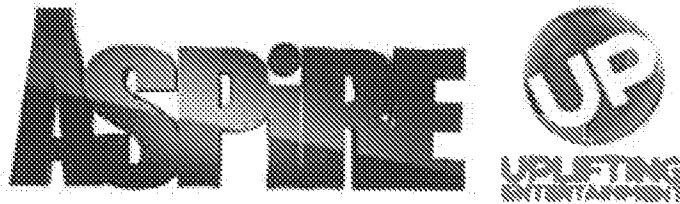
By: [Signature]

Its: General Counsel

Aspire Channel, LLC

By: [Signature]

Its: General Manager



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Exhale, Registration Number 4,404,164

2. Recordation and Further Actions. UPTV authorizes the Commissioner for Trademarks of the USPTO and any other national, federal and state government officials to record and register this Trademark Assignment upon request by Aspire. UPTV shall execute any and all documents and take all other further actions as reasonably requested by Aspire to transfer ownership of the Assigned Trademark including, but not limited to, assignments, transfers and related powers of attorney.

UP Entertainment, LLC

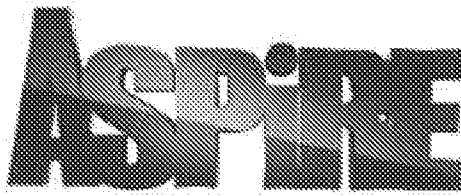
By: [Signature]

Its: General Counsel

Aspire Channel, LLC

By: [Signature]

Its: General Manager



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Launch Pad, Serial Number 85/550731

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By: [Signature]

Its: General Counsel

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Its: General Manager