

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305014

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AJ Indoor, LLC		05/14/2014	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	AllOver Media, Inc.		
Street Address:	16355 36th Avenue North, Suite 700		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55446		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85107558	AJ INDOOR	
Serial Number:	85107562	AJ INDOOR THE ORIGINAL INDOOR ADVERTISIN	
CORRESPONDENCE DATA			
Fax Number:	6126723777		
<i>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.</i>			
Phone:	612-672-3603		
Email:	apeterson@messerlikramer.com		
Correspondent Name:	Annette Peterson-Igbinovia		
Address Line 1:	Messerli & Kramer P.A.		
Address Line 2:	100 S. Fifth Street, Suite 1400		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	18442-29		
NAME OF SUBMITTER:	Annette Peterson-Igbinovia		
SIGNATURE:	/Annette Peterson-Igbinovia/		
DATE SIGNED:	05/20/2014		
Total Attachments: 3			
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TRADEMARK

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the “**Assignment**”), effective as of the 14th day of May, 2014 (the “**Effective Date**”), is made by AJ Indoor, LLC, a Minnesota limited liability company d/b/a Trans Media Group (the “**Assignor**”), in favor of AllOver Media, Inc., a Delaware corporation (the “**Assignee**”).

WHEREAS, in connection with the consummation of an Asset Purchase Agreement (the “**Asset Purchase Agreement**”) by and among Assignor, as seller, and the Assignee, as purchaser, of even date herewith, Assignor is formally assigning to Assignee, all of Assignor’s right, title and interest, in and to the Intellectual Property,” as such term is defined in the Asset Purchase Agreement, which includes the trademarks and trade names set forth on Exhibit A attached to this Assignment (the “**Trademarks**”); and

WHEREAS, the parties are entering into this Assignment to effect such assignment and to record the assignment in Trademarks filed at the U.S. Patent and Trademark Office.

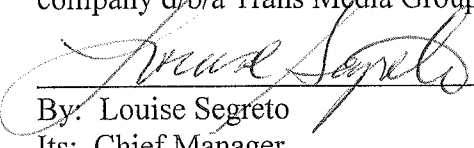
In consideration of good and valuable consideration the receipt of which is hereby acknowledged, AJ Indoor, LLC, a Minnesota limited liability company d/b/a Trans Media Group (the “**Assignor**”), hereby assigns, and transfers to AllOver Media, Inc., a Delaware corporation (the “**Assignee**”), all of the Assignor’s entire right, title and worldwide interest in and to the trademarks set forth on Exhibit A attached to this Assignment (the “**Trademarks**”), including (i) all of the goodwill of the business associated or connected with the use of and symbolized by the Trademarks; (ii) any trademark applications or registrations therefor; and the right to file any document to maintain any such application or registration; (iii) all common law trademark or trade name rights or logos in said marks; (iv) the right to file applications for registration and other filings worldwide; and (v) the right to sue for past, present and future infringement, dilution or other violation of the Trademarks and collect and retain all damages, settlements and proceeds recovered therefrom.

Assignor acknowledges that as of the date of this Assignment, Assignor shall not claim to possess any right, title or interest in and to the Trademarks and shall take no actions jeopardizing the existence or enforceability of the Trademarks or Assignee’s rights therein and shall not adopt or use or register any name or mark anywhere in the world which infringes or otherwise violates the Trademarks. Notwithstanding anything to the contrary, this Assignment is made pursuant to and in order to effectuate terms in the Asset Purchase Agreement, any conflict between this Assignment and the Asset Purchase Agreement shall be governed by the Asset Purchase Agreement, and the assignment and transfer contemplated by this Assignment is on an “as is, where is” basis, except that Seller represents and warrants that the property assigned hereunder is being assigned hereunder free and clear of all liens or security interests made by or against Seller.

At the request of Assignee, Assignor agrees to execute and deliver, at Assignee’s cost, such additional documents as may be reasonably necessary or appropriate to effectuate, carry out, and consummate this Assignment and the transactions contemplated thereby.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademarks to be duly executed as of the date and year first above written.

AJ INDOOR, LLC, a Minnesota limited liability company d/b/a Trans Media Group



By: Louise Segreto
Its: Chief Manager

**EXHIBIT A
TO ASSIGNMENT OF TRADEMARKS**

TRADEMARKS

1. Filings with the United States Patent and Trademark Office:

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
AJ Indoor, LLC	4266395	AJ INDOOR THE ORIGINAL INDOOR ADVERTISING CORPORATION
AJ Indoor, LLC	4266394	AJ INDOOR