# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM307349

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Crowdstream, Inc.		04/29/2014	CORPORATION: DELAWARE

## **RECEIVING PARTY DATA**

Name:	Radioio, Inc.		
Street Address:	45 Park Avenue, 4th Floor		
City:	New York		
State/Country:	ountry: NEW YORK		
Postal Code:	l Code: 10016		
Entity Type:	CORPORATION: NEVADA		

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	85219941	CROWDSTREAM

### **CORRESPONDENCE DATA**

Fax Number:

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.

917 573 5517 Phone: Email: amy@selverne.com

**Correspondent Name:** Amy Bason

Address Line 1: 83 Riverside Drive, 4th Floor Address Line 4: New York, NEW YORK 10024

NAME OF SUBMITTER: Amy Bason SIGNATURE: /Amy Bason/ **DATE SIGNED:** 06/11/2014

**Total Attachments: 2** 

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> **TRADEMARK** REEL: 005300 FRAME: 0870

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 29, 2014, is made by and between Crowdstream, Inc., a Delaware corporation with an address of 65 Washington St., #20, Brooklyn, New York 11201 the "Assignor") to Radioio, Inc., a Nevada corporation with an address at 45 Park Avenue, 4th Floor, New York, New York 10016 (the "Assignee").

#### WITNESSETH:

WHEREAS, the Assignor has agreed to transfer to the Assignee all of the Assignor's right, title and interest in and to the trademark as described herein together with the goodwill of the business symbolized by the trademark.

NOW, THEREFORE, for \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Assignor hereby assigns, transfers and conveys to the Assignee, and the Assignee hereby accepts and assumes, free and clear of any encumbrances, all right, title and interest in and to CROWDSTREAM, a federally registered trademark, Reg. No. 4,220,178, together with the goodwill of the business symbolized by the trademark, the application for registration and registration therefor, and all claims for damages arising out of or relating to past or continuing infringements thereof, if any, with the right to sue for and collect such damages. Notwithstanding anything to the contrary contained herein, the Assignee acknowledges that this Assignment is subject to the terms and conditions set forth in the Trademark Settlement and Coexistence Agreement dated May 21, 2012 by and among Deutsche Lufthansa AG and Thinklabs, L.L.C.
- 2. The rights assigned hereby include, without limitation all of the Assignor's right to sue and recover for any past, present, and future infringement or unauthorized use of any right or interest in the trademark.
- 3. Assignor hereby authorizes and requests the Commissioner of Trademarks of the United States Patent and Trademark Office to record this Assignment and hereby represent and warrant that the Assignor have the full right to convey the entire interest herein assigned.
- 4. Assignor agrees to execute any further lawful documents and take any other actions that the Assignee may consider necessary or appropriate to fully protect and vest in the Assignee the assigned rights and interests in the trademark and to assist the Assignee in the registration, maintenance, perfection and enforcement of the trademark.
- 5. The Assignee shall have the further unrestricted right to assign or otherwise dispose of the trademark, this assignment or of any of his rights hereunder, in whole or in part. This assignment shall inure to the benefit of the successors and assigns of the Assignee, and shall inure to the benefit of and be binding upon the heirs, legal representatives and assigns of the Assignor. This Agreement shall be construed in accordance with and governed by the laws of the State of New York. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Page To Follow]

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## [Signature Page To Follow]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment to be executed and delivered as of the date first above written.

ASSIGNOR: CROWDSTREAM, INC.

WITNESS:

Title: CGO

ASSIGNEE: RADIOIO, INC. WITNESS:

Decs #1585762-v1

**TRADEMARK REEL: 005300 FRAME: 0872** 

**RECORDED: 06/11/2014**