

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307828

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ESH Holdings, LLC		12/11/2013	LIMITED LIABILITY COMPANY:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SSN Funding, LP		
<b>Street Address:</b>	1 Shackleford Dr. (Suite 100)		
<b>City:</b>	Little Rock		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72211		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: ARKANSAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85411165	SOUL OF THE SOUTH NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8557989897		
<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>			
<b>Phone:</b>	3052406844		
<b>Email:</b>	crc@ssn.tv		
<b>Correspondent Name:</b>	Christopher Clark		
<b>Address Line 1:</b>	1 Shackleford Dr. (Suite 100)		
<b>Address Line 4:</b>	Little Rock, ARKANSAS 72211		
<b>NAME OF SUBMITTER:</b>	Christopher R. Clark		
<b>SIGNATURE:</b>	/Christopher R. Clark/		
<b>DATE SIGNED:</b>	06/17/2014		
<b>Total Attachments: 2</b>			
source=Assignment to SSN Funding from ESH#page1.tif			
source=Assignment to SSN Funding from ESH#page2.tif			

OP \$40.00 85411165

## TRANSFER OF INTELLECTUAL PROPERTY AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

THAT ESH Holdings, LLC ("ESH"), for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and confessed, does hereby bargain, sell, grant, convey, assign, transfer, and deliver unto SSN Funding, L.P., and its successors and assigns forever all of its right title and interest in the development of Soul of the South Network, a television network, and Southern Soul Broadcasting, a broadcast station group, and to all related and associated patent rights, and all tangible, intangible, and intellectual property and property rights, free and clear of all liens, mortgages, judgments, claims and encumbrances.

The term the "development of Soul of the South Network, a television network, and Southern Soul Broadcasting, a broadcast station group" shall include, but is not limited to, all related trademarks including current trademark application serial number 85411165 for "Soul of the South Network" and other applications whether current or abandoned, designs, design concepts and all specifications, and all documentation and drawings related thereto, both digital or hard copy form; all related test data; all business plans and operations memos, both published and unpublished; all related mock-ups, models, and test engines and parts; all websites, including ~~www.ssn.tv~~, domain name registrations and intent to file domain registrations; all patents and patent applications and all patents which may be issued pursuant to such patent applications, whether filed or which could be filed, together with any continuations or continuations in part thereof, and all patents issuing thereon including reissues, patents of addition and any registration or confirmation patents corresponding thereto and all corresponding foreign patents and patent applications; all technical information shall mean all information concerning the "development of Soul of the South Network, a television network, and Southern Soul Broadcasting, a broadcast station group" together with all proprietary information, trade secrets, skills and experience, recorded and unrecorded, accumulated from time to time now or in the future, relating to the "development of Soul of the South Network, a television network, and Southern Soul Broadcasting, a broadcast station group."

ESH hereby warrants and represents that it has good, complete, and marketable title to all of the property and assets to be transferred hereunder, free and clear of any and all liens, pledges and assets to be transferred hereunder as well as claims of ownership or right of use on the part of any other party. The undersigned, in his capacity as an officer of ESH and a member of its Board, further represents that this Bill of Sale was authorized and approved by the requisite vote of its shareholders, and approved by its Board of Directors as required by the laws of the state of New Jersey.

To have and to hold the same unto the said SSN Funding, L.P. and its successors and assigns forever.

IN WITNESS WHEREOF, this instrument is signed on the 4<sup>th</sup> day of April, 2013.

**TRADEMARK**

**REEL: 005303 FRAME: 0523**

*Frank Mercado-Valdes*

Frank Mercado-Valdes  
On behalf of ESH Holdings, LLC

Subscribed and sworn to before me, a Notary Public in and for the County of Pulaski,  
State of Arkansas on this 11 day of December, 2013.

*Constance Valdez*

My Commission Expires:

2-16-2016

