

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM313344

<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>
Chris Bick		07/15/2014	INDIVIDUAL: UNITED STATES
Keith Carollo		07/15/2014	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quadra Media LLC		
<b>Street Address:</b>	12 W 27th Street, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: NEW YORK		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3938088	FRED FLARE	
<b>Registration Number:</b>	3937439	FREDFLARE	
<b>Registration Number:</b>	2917082	FRED FLARE	
<b>Registration Number:</b>	2912572	FRED FLARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(212) 679-7820		
<b>Email:</b>	cantor.law@verizon.net		
<b>Correspondent Name:</b>	Mitchell Cantor		
<b>Address Line 1:</b>	470 Park Avenue South, 12th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Mitchell Cantor		
<b>SIGNATURE:</b>	/Mitchell Cantor/		
<b>DATE SIGNED:</b>	08/07/2014		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Trademark Assignment"), between and Mr. Chris Bick, an individual and resident of the State of New York ("Bick") and Mr. Keith Carollo, an individual and resident of the State of New York ("Carollo," and together with Bick, each individually an "Assignor", and collectively, "Assignors") and Quadra Media, LLC, a limited liability company organized under the laws of New York ("Assignee"), is effective upon July 15, 2014 (the "Effective Date").

### RECITALS

A. Assignors own certain rights in and to the registered Marks which are listed in Exhibit A attached hereto, together with the goodwill associated therewith (collectively, the "Transferred Marks");

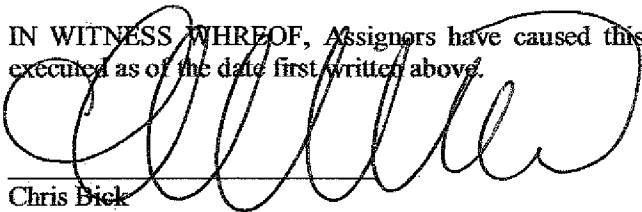
B. Assignors agree to assign and transfer, and Assignee wishes to accept said transfer, all of Assignors' right, title and interest in and to the Transferred Marks;


NOW THEREFORE, in consideration of the agreements and covenants between the parties, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby agree as follows:

1. Assignment. Effective as of the Effective Date, Assignors do hereby assign to Assignee, jointly, equal and indivisible right, title and interest in and to the Transferred Marks and the goodwill connected therewith and symbolized thereby.
2. No Representation or Warranty. This Trademark Assignment is made without representation or warranty by Assignors.
3. Further Assurances. Assignors hereby covenant and agree to and with its successors, legal representatives and assigns, that Assignors will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the transfer of Assignors' interest in the Transferred Marks.
4. Recordation. Assignee shall be responsible for recording this Trademark Assignment with the U.S. Patent and Trademark Office and elsewhere, as may be required.
5. Successors. This Trademark Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignors.

[Remainder of this page left intentionally blank. Signature page follows.]

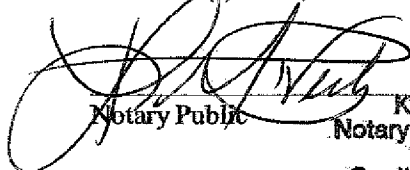
IN WITNESS WHEREOF, Assignors have caused this Trademark Assignment to be duly executed as of the date first written above.

  
Chris Bick

  
Keith Carollo

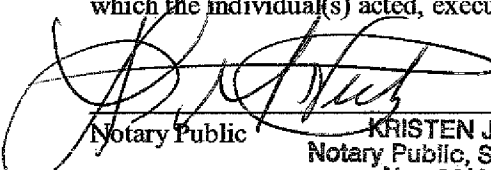
STATE OF New York }  
COUNTY OF New York } SS:

On the 15<sup>th</sup> day of July in the year **2014** before me, the undersigned, personally appeared Chris Bick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public KRISTEN J. McVEETY  
Notary Public, State of New York  
No. 02MC6065589  
Qualified in New York County  
Commission Expires ~~October 22, 2005~~

STATE OF New York } 4/27/18  
COUNTY OF New York } SS:

On the 15<sup>th</sup> day of July in the year **2014** before me, the undersigned, personally appeared Keith Carollo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

  
Notary Public KRISTEN J. McVEETY  
Notary Public, State of New York  
No. 02MC6065589  
Qualified in New York County  
Commission Expires ~~October 22, 2005~~  
4/27/18

**EXHIBIT A  
TRANSFERRED MARKS**

Mark	Class	Status	Appl. No.	Reg. No.	Appl. Date	Reg. Date
FRED FLARE	35	Registered	85122003	3938088	9/2/2010	3/29/2011
FREDFLARE	35	Registered	85091297	3937439	7/23/2010	3/29/2011
fred flare	35	Registered	76568059	2917082	12/22/2003	1/11/2005
FRED FLARE	35	Registered	76568058	2912572	12/22/2003	9/28/2004