

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317531

<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>
AOL Inc.		06/27/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Townsquare Next, LLC		
<b>Street Address:</b>	240 Greenwich Avenue		
<b>City:</b>	Greenwich		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06830		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3782432	NOISECREEP	
<b>Registration Number:</b>	3545510	COMICS ALLIANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102774730		
<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>	3102774110		
<b>Email:</b>	jarciniega@mwe.com		
<b>Correspondent Name:</b>	Jorge Arciniega, McDermott Will & Emery		
<b>Address Line 1:</b>	2049 Century Park East, Suite 3800		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	087632-15 AOL TM TRANSFER		
<b>NAME OF SUBMITTER:</b>	Jorge Arciniega		
<b>SIGNATURE:</b>	/Jorge Arciniega/		
<b>DATE SIGNED:</b>	09/19/2014		
<b>Total Attachments: 6</b>			
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<b>TRADEMARK</b>			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and delivered this 27<sup>th</sup> day of June, 2013 (the "Effective Date"), by AOL Inc., a Delaware corporation ("Assignor"), for the benefit of Townsquare Next, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of May 30, 2013 (the "Agreement"), which provides, among other things, for the sale and assignment by Assignor to Seller of the Acquired Assets.

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, and subject to the terms and conditions of the Agreement, Assignor agrees as follows:

1. Effective as of the Effective Date, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee and Assignee's successors and assigns all of Assignor's right, title and interest in and to the Marks (as hereinafter defined) and the applications therefor, including, without limitation, the right to transfer and renew any registrations included as part of the Marks and the right to apply for trademark registrations within and/or outside the United States based in whole or in part upon the Marks and any priority rights that may arise from the Marks, together with the goodwill of the business connected with and symbolized by the Marks and the portion of the business to which the Marks pertain, said business being ongoing and existing, and the right in respect of the Marks to institute, pursue and compromise any and all claims, demands, actions, causes of actions and choses in action no matter when the same arose or arises.
2. As used in this Assignment, "Marks" shall mean all of the trademarks, service marks, trade names and logos identified on Schedule A annexed hereto and made a part hereof.
3. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Agreement, the Agreement shall govern.
4. This Assignment is executed and delivered pursuant to the Agreement.
5. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, as applied to contracts made and performed entirely in such State without giving effect to the choice of law principles of such State that would require or permit the application of the laws of another jurisdiction.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Assignor has caused this Assignment

to be executed and delivered as of the day and year first above written.

ASSIGNOR:



Name: Michael Smith

Title: SVP, Corporate Development

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
  ) ss.:  
COUNTY OF \_\_\_\_\_ )

On June 27, 2013 before me, Michael Smith personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed instrument.

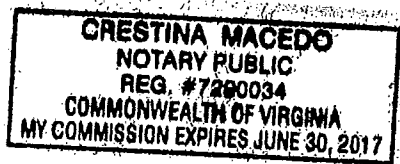
WITNESS my hand and official seal.

Signature  (Seal)

Capacity Claimed by Signer -

Individual

Corporate Officer(s)



Schedule A

The Marks

Schedule A

Registered Trademarks

Country	Trademark	Status	App Number	App Date	Reg Number	Reg Date	Class (es)	Goods	Owner	Owner of Record at TM Office
Canada	NOISECREEP	Allowed	1431371	3/17/2009				(1) Providing information and news in the field of music via computer networks; online journals, namely, blogs in the field of music.  (2) Providing information and news in the field of music via computer networks; online journals, namely, blogs in the field of music.	AOL Inc.	AOL Inc.
United Kingdom	NOISECREEP	Registered	2511006	3/12/2009	2511006	6/26/2009	38 Int., 41 Int.	Cl. 38: Providing online journals, namely, blogs in the field of music; providing chat rooms, bulletin boards or discussion services in the field of music.  Cl. 41: Provision of education and entertainment services; providing information and news in the field of music via computer networks.	AOL Inc.	AOL Inc.
United States of America	NOISECREEP	Registered	77/667157	2/10/2009	3782432	4/27/2010	41 Int.	Providing information and news in the field of music via computer networks; online journals, namely, blogs in the field of music.	AOL Inc.	AOL Inc.

Country	Trademark	Status	App Number	App Date	Reg Number	Reg Date	Class (es)	Goods	Owner	Owner of Record at TM Office
United States of America	COMICS ALLIANCE	Registered	77/265261	8/27/2007	3545510	12/9/2008	41 Int.	Providing news and information in the field of comics, comic books, and comic book movies via computer networks; online journals, namely, blogs in the field of comics, comic books, and comic book movies	AOL Inc.	AOL Inc.

**Unregistered Trademarks**

Country	Trademark	Status	Goods	Owner
United States of America	THE BOOT	Unregistered Common law mark	Services in use at www.theboot.com.	AOL Inc.
United States of America	THE BOOT & Design	Unregistered Common law mark	Services in use at www.theboot.com.	AOL Inc.

No pending applications or registered trademarks associated with TheBoot.com site

Country	Trademark	Status	Goods	Owner
United States of America	THE BOOMBOX	Unregistered Common law mark	Services in use at www.theboombox.com.	AOL Inc.
United States of America	THE BOOMBOX (Stylized)	Unregistered Common law mark	Services in use at www.theboombox.com.	AOL Inc.

No pending or registered trademarks associated with TheBoombox.com site