

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM317682

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris Publications, Inc.		09/22/2014	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Townsquare Next, LLC		
Street Address:	240 Greenwich Avenue		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2105347	XXL	
Registration Number:	3740798	XXL	
Registration Number:	3756582	XXL	
Registration Number:	3785678	XXL MOBILE	
Registration Number:	3555703	XXL BLOCK TALK	
Registration Number:	3756577	XXL	
Registration Number:	3778879	XXL	
Registration Number:	3756583	XXL	
Registration Number:	3022791	KING	
Registration Number:	3022790	KING	
Registration Number:	3779031	KING MOBILE	
Registration Number:	3468597	ANTENNA	
Serial Number:	86327321	ANTENNA	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	3102774110		
Email:	jarciniega@mwe.com		
Correspondent Name:	Jorge Arciniega, McDermott Will & Emery		
TRADEMARK			

CH \$340.00 2105347

Address Line 1: 2049 Century Park East, Suite 3800
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER: 087632-51

NAME OF SUBMITTER: Jorge Arciniega

SIGNATURE: /Jorge Arciniega/

DATE SIGNED: 09/22/2014

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”), effective as of September 22, 2014, is entered into by and between Harris Publications Inc., a New York corporation (“**Assignor**”) and Townsquare Next, LLC, a Delaware limited liability company (“**Assignee**”) pursuant to Section 6.2.4 of the Asset Purchase Agreement of even date herewith between Assignor and Assignee (the “**Asset Purchase Agreement**”).

All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby assigns and transfers exclusively to Assignee all rights, title and interest of Assignor throughout the world in perpetuity, including all statutory and common law rights, in and to the Transferred IP (as defined in the Asset Purchase Agreement), together with all goodwill symbolized thereby and/or associated therewith, and the right to sue or make claims for any past, present or future infringement, misappropriation or unauthorized use thereof and the right to all income, royalties, damages and other payments that are now or may hereafter become due or payable with respect thereto, including, without limitation, damages for any past, present or future infringement, misappropriation or unauthorized use of the Transferred IP; all of such rights, title and interest to be held and enjoyed by Assignee and its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this Assignment not been made. For the avoidance of doubt, the Transferred IP specifically includes, but is not limited to, the trademarks, copyrights, and domain names identified in Exhibit A hereto, which trademarks, copyrights, and domain names shall be deemed to constitute part of Owned IP (as defined in the Asset Purchase Agreement).

2. Further Assurance. Assignor agrees to execute, deliver and file (or cause to be executed, delivered and filed) such further documentation and take such further action as may be reasonably requested by Assignee in order to fully effectuate the above assignment of rights with respect to the Transferred IP.

3. Entire Agreement. This Assignment, together with the Asset Purchase Agreement, constitute the entire agreement of the parties hereto and supersede all prior agreements and understandings, written and oral, between them with respect to the subject matter hereof.

4. Governing Law. This Assignment shall be construed in accordance with and governed by the federal laws of the United States (where applicable) and the laws of the State of Delaware (without giving effect to the conflict of laws provisions thereof).

5. Counterparts. This Assignment may be executed in several counterparts with the same effect as if the parties executing the several counterparts had all executed one counterpart. The parties hereto confirm that any facsimile or PDF copy of another party’s executed counterpart of this Assignment (or its signature page thereof) will be deemed to be an executed original thereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have each duly executed this Assignment as of the date first above written.

Assignor:

HARRIS PUBLICATIONS INC.

By: Stanley Harris
Name: STANLEY HARRIS
Title: President

Assignee:

TOWNSQUARE NEXT, LLC

By: _____
Name:
Title:

EXECUTION VERSION

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have each duly executed this Assignment as of the date first above written.

Assignor:

HARRIS PUBLICATIONS INC.

By: _____

Name:

Title:

Assignee:

TOWNSQUARE NEXT, LLC

By: _____

Name: *Michael Josephus*

Title: *Authorized Signatory*

Exhibit A – US Federal Trademarks:

Mark	Int'l Class	App. No. & App. Date	Reg. No. & Reg. Date
XXL	16	75/179,932 10 OCT 1996	2105347 14 OCT 1997
XXL	9	77/534,862 30 JUL 2008	3740798 19 JAN 2010
XXL	41	77/534,825 30 JUL 2008	3756582 9 MAR 2010
XXL MOBILE	9	77/613,674 13 NOV 2008	3785678 4 MAY 2010
XXL BLOCK TALK	35, 38, 41, 42, 45	76/684,039 14 NOV 2007	3555703 6 JAN 2009
	16	77/532,770 28 JUL 2008	3756577 9 MAR 2010
	9	77/531,649 25 JUL 2008	3778879 20 APR 2010
	41	77/534,849 30 JUL 2008	3756583 9 MAR 2010
KING	16	76/623,722 8 DEC 2004	3022791 6 DEC 2005
KING	9	77/531,534 25 JUL 2008	3778878 20 APR 2010
KING	41	76/623,721 8 DEC 2004	3022790 6 DEC 2005
KING MOBILE	9	77/613,695 13 NOV 2008	3779031 20 APR 2010

EXECUTION VERSION

Mark	Int'l Class	App. No. & App. Date	Reg. No. & Reg. Date
ANTENNA	16	77/053769 30 NOV 2006	3468597 15 JUL 2008
ANTENNA	41	86/327,321 2 JUL 2014	