

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version: v1:1
 Stylesheet Version: v1:2

11/12/2014
 900307017

ETAS ID: TM323047

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marlin Broadcasting, LLC		10/31/2014	LIMITED LIABILITY COMPANY

RECEIVING PARTY DATA

Name:	Educational Media Foundation
Street Address:	5700 West Oaks Blvd
City:	Rocklin
State/Country:	CALIFORNIA
Postal Code:	95765
Entity Type:	Non-Profit Corporation CA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4149969	WCCC

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.

Phone: 916-251-1766
Email: PFronabarger@wbklaw.com
Correspondent Name: D. Kevin Blair
Address Line 1: 5700 West Oaks Blvd
Address Line 4: Rocklin, CALIFORNIA 95765

NAME OF SUBMITTER:	Paige Fronabarger
SIGNATURE:	/Paige Fronabarger/
DATE SIGNED:	11/12/2014

Total Attachments: 3

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OP \$40.00 4149969

ASSIGNMENT OF MARK
WCCC

THIS ASSIGNMENT OF MARK (“*Assignment*”) is made as of October 31, 2014 by **MARLIN BROADCASTING, LLC**, a Delaware limited liability company (“*Assignor*”) in favor of **EDUCATIONAL MEDIA FOUNDATION**, a California non-profit corporation (“*Assignee*”) pursuant to the terms of that certain Asset Purchase Agreement dated as of July 23, 2014 (the “*Purchase Agreement*”) among Assignor, Marlin Broadcasting of Hartford, LLC, Beethoven.Com, LLC and Marlin Tower, LLC (collectively “*Sellers*”) and Assignee.

WHEREAS, pursuant to the Purchase Agreement, Assignee is acquiring the assets, properties, interests and rights of Sellers used in connection with the operation of radio broadcast stations WCCC(AM), Hartford, Connecticut (1290 kHz, FCC Facility Id. # 25073) and WCCC-FM, Hartford, Connecticut (106.9 MHz, FCC Facility Id. # 25072 (the “*Stations*”).

WHEREAS, Assignor is a limited liability company organized under the laws of the state of Delaware and having its principal office at 1039 Asylum Avenue Hartford, Connecticut 06105 and is the owner of the right, title and interest in, to and under the following mark owned by Assignor and used or held for use in the business and operations of the Stations (the “*Mark*”):

“WCCC,” U.S. Trademark Registration Number 4149969
Registration Date: May 29, 2012, Registrant: Marlin Broadcasting, LLC
Expires: May 29, 2022

WHEREAS, Assignee is a California non-profit corporation having its principal office at 5700 West Oaks Blvd, Rocklin, CA 95765 and desires to acquire the Mark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Purchase Agreement, Assignor hereby transfers, assigns, conveys and delivers to Assignee, its successors and assigns, Assignor’s right, title and interest in, to and under the Mark (including the registrations thereof and applications therefor (wherever filed)), together with the goodwill, if any, associated with the use of the Mark, free and clear of liens, charges, claims or encumbrances (other than Permitted Liens).

This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of Delaware, but without regard to the choice of laws provisions thereof, and any action or proceeding arising out of this Assignment shall be brought and maintained in Connecticut, without any regard to any conflict of law provisions. Assignee and Sellers consent to the jurisdiction of the courts located in Connecticut.

This Assignment of Mark is made pursuant to (and does not modify) the Purchase Agreement. This Assignment of Mark is subject in all respects to the terms and conditions of the Purchase Agreement and does not (i) create any additional obligations, covenants, agreements, representations or warranties or alter, amend or supersede any of the obligations, covenants, agreements, representations or warranties of Assignee, Assignor or any other party thereto contained in the Purchase Agreement or (ii) expand upon or limit the respective rights, benefits,

responsibilities and obligations of Assignee, Assignor or any other party thereto provided in or under the Purchase Agreement. In the event the terms of this Assignment of Mark conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Capitalized terms used herein and not defined shall have the respective meanings set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSIGNMENT OF MARK
WCCC

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first set forth above.

MARLIN BROADCASTING, LLC

By: Howard P. Tanger
Name: Howard P. Tanger
Title: President and CEO

Howard P. Tanger

STATE OF ~~CONNECTICUT~~ Massachusetts

County of Norfolk

On this 21st day of October, 2014, before me personally appeared Howard P. Tanger, President and CEO of Marling Broadcasting, LLC, a Delaware limited liability company (the "Company"), who acknowledged the execution of the foregoing instrument to be the free act and deed of the Company.

[Affix Notarial Seal]



Notary Public Erin Whitney Odell

My commission expires 01/09/2020