

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342606

<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>
McKee Holdings, Inc.	FORMERLY McMurry, Inc. (name changed via Articles of Amendment filed with State of Arizona 1/2/2013)	03/31/2015	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	McMurry/TMG, LLC		
<b>Street Address:</b>	228 E. 45th Street		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0321584	VITAL SPEECHES OF THE DAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023509480		
<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>	2023390303		
<b>Email:</b>	andy@mirskylegal.com		
<b>Correspondent Name:</b>	Andrew Mirsky		
<b>Address Line 1:</b>	2301 N Street, NW		
<b>Address Line 2:</b>	Suite 313		
<b>Address Line 4:</b>	Washington, D.C. 20037		
<b>NAME OF SUBMITTER:</b>	Andrew Mirsky		
<b>SIGNATURE:</b>	/andrew mirsky/		
<b>DATE SIGNED:</b>	05/28/2015		
<b>Total Attachments: 8</b>			
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source=MCKEE HOLDINGS, INC. FORMERLY MCMURRY, INC#page3.tif

## TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT (the “Assignment”) is made as of March 31, 2015, by and between McKee Holdings, Inc., an Arizona corporation (the “Assignor,” formerly known as McMurry, Inc.), located at 1300 E. Missouri Avenue, Suite 110, Phoenix, AZ 85014, and McMurry/TMG, LLC, a Delaware limited liability company (the “Assignee”), located at 228 E. 45th Street, New York, NY 10017 (collectively, the “Parties”) and hereby provides:

**WHEREAS**, Assignor has registered its proprietary claims to, and obtained federal registration within the United States of America for, the service mark and/or trademark depicted and described in **Exhibit A**, attached hereto and made a part hereof (collectively, the “Trademark”);

**WHEREAS**, Assignor desires to assign to Assignee all of Assignor’s rights, title, and interest that it may have in and to the Trademark within the United States, together with the goodwill of the business in connection with which the Trademark have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademark; and

**WHEREAS**, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademark together with the goodwill of the business in connection with which the Trademark have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademark.

**NOW THEREFORE**, in consideration for the mutual covenants contained herein, the above recitals that are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Assignment.** Assignor hereby assigns and conveys to Assignee all rights, title, and interest that Assignor may have, free and clear of any liens or encumbrances, in and to the Trademark as used or any portion thereof, together with the goodwill of the business connected with the use of, and that is symbolized by, the Trademark, along with Assignor’s right to recover for damages and profits for any past infringements of the Trademark.

**2. Authorization.** Assignor hereby authorizes and requests all appropriate trademark offices to issue certificates of registration issued by any and all countries and states within the United States to Assignee. Assignor hereby represents and covenants that it has the full right to convey the interest herein assigned and that it has not executed and will not execute any agreement or document that is in conflict herewith.

**3. Future Assurances.** Assignor agrees that upon the written request of Assignee, it shall execute and deliver all papers and do all other reasonable acts necessary to carry out the intent of this Assignment and that Assignee may reasonably request in order to vest all of Assignor’s right, title, and interest in and to the Trademark in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession or control of Assignor.

**4. Binding Effect.** This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors, and assigns, as the case may be, and all others acting by, through, with, or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

**5. Applicable Law.** This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the State of New York without reference to its conflict of laws provisions.

**6. Recordation.** Assignee shall have the right to record freely this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the United States Patent and Trademark Office.

**7. General.** This Assignment is the final and complete understanding of the Parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, and agreements concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing signed by all the Parties.

**IN WITNESS WHEREOF** this Assignment has been executed and made effective as of the date first written above.

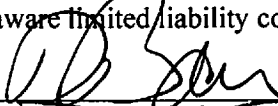
**ASSIGNOR:**

MCKEE HOLDINGS, INC. formerly known as McMurry, Inc.  
an Arizona corporation

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

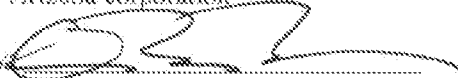
MCMURRY/TMG, LLC,  
a Delaware limited liability company

By:   
Name: David Isarson  
Title: CFO

IN WITNESS WHEREOF this Assignment has been executed and made effective as of the date first written above.

ASSIGNOR:

MCKEE HOLDINGS, INC. formerly known as McMurry, Inc.  
an Arizona corporation

By:   
Name: C. McMurry  
Title: President

ASSIGNEE:

MCMURRY/TMG, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT A**

**FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
VITAL SPEECHES OF THE DAY	71357622	0321584	February 5, 1935

JAN 02 2013

FILE NO. 0182958-0

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

**ARTICLES OF AMENDMENT  
FOR-PROFIT CORPORATION**  
*Read the Instructions C0141*

1. ENTITY NAME -- give the exact name of the corporation as currently shown in A.C.C. records:

McMurry, Inc.

2. A.C.C. FILE NUMBER: -0182958-0

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. Date on which the attached amendment was adopted: December 18, 2012

4. Does the amendment provide for an exchange, reclassification or cancellation of issued shares?

Yes -- go to number 4.1 and continue.  No -- go to number 5 and continue.

4.1 If your answer to number 4 was "yes," does the amendment contain provisions for implementing the exchange, reclassification or cancellation of issued shares?

Yes -- go to number 5 and continue.  No -- go to number 4.2 and continue.

4.2 If your answer to number 4.1 was "no," you must provide a statement of the provisions for implementing the exchange, reclassification or cancellation of issued shares -- attach a separate sheet with the statement.

5. Check one box concerning approval of the amendment and follow instructions (review the Instructions C0141 for information about voting groups):

- Approved by incorporators or board of directors without shareholder action, and shareholder approval was not required or no shares have been issued-- go to number 6.
- Approved by shareholders but not voting groups -- complete numbers 5.1 and 5.2.
- Approved by shareholders and voting groups -- complete numbers 5.1, 5.2, and 5.3.
- Approved by voting group(s) only -- complete numbers 5.1 and 5.3.

5.1 Shares -- list below each class and/or series of shares and the total number of outstanding shares for each class or series (example: common stock, 100 shares). If more space is needed, check this box  and complete and attach the Shares Issued Attachment form C097.

Class: <u>Voting Common</u>	Series:	Total: <u>1,000</u>
Class:	Series:	Total:
Class:	Series:	Total:
Class:	Series:	Total:
Class:	Series:	Total:



**5.2 Shareholder approval (all blanks must be filled in):**

Total votes entitled to be cast	Votes in favor that were sufficient for approval of amendments	Votes against amendments
1,000	1,000	-0-

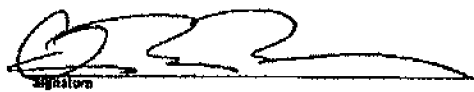
**5.3 Voting Groups - complete each blank below for each voting group. Review the Instructions CD141 for information about voting groups. If more space is needed, check this box  and complete and attach the Voting Attachment form C089.**

Voting Group (class / series)	Total votes in voting group	Indisputable votes at meeting	Votes in favor that were sufficient for approval of amendments	Votes against amendments

**6. A copy of the corporation's amendment must be attached to these Articles.**

**SIGNATURE:** By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

I ACCEPT

  
Signature

Christopher M. McMurry  
Printed Name

12/19/2012  
Date

**REQUIRED - check only one:**

<input type="checkbox"/> I am the Chairman of the Board of Directors of the corporation filing this document.	<input checked="" type="checkbox"/> I am a duly-authorized Officer of the corporation filing this document.	<input type="checkbox"/> I am a duly authorized bankruptcy trustee, receiver, or other court-appointed fiduciary for the corporation filing this document.
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Filing Fee: \$25.00 (regular processing) Expedited processing - add \$35.00 to filing fee. All fees are nonrefundable - see Instructions.	Mail: Arizona Corporation Commission - Corporate Filings Section 1300 W. Washington St., Phoenix, Arizona 85007 Fax: 602-542-4100
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Please be advised that A.C.C. forms reflect only the minimum provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.  
 All documents filed with the Arizona Corporation Commission are public record and are open for public inspection.  
 If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5219.

**EXHIBIT "A"  
TO  
ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF  
MCMURRY, INC.**

Article I of the Articles of Incorporation of MCMURRY, INC., is amended to read as follows:

**ARTICLE I**

The name of this Corporation is McKee Holdings, Inc.