

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343446

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Paradigm Enterprises, Inc.		11/06/2014	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Q101, LLC		
<b>Street Address:</b>	1 Tower Lane, 17th Floor		
<b>City:</b>	Oak Brook Terrace		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60181		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2091433	Q-101	
<b>Registration Number:</b>	4304276	Q101.COM	
<b>Registration Number:</b>	4264283	Q101	
<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>	4155042981		
<b>Email:</b>	mark@arclg.com		
<b>Correspondent Name:</b>	Mark Pearson		
<b>Address Line 1:</b>	1388 Haight St. #101		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94117		
<b>NAME OF SUBMITTER:</b>	Mark A. Pearson		
<b>SIGNATURE:</b>	/MAP/		
<b>DATE SIGNED:</b>	06/03/2015		
<b>Total Attachments: 3</b>			
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## Asset Assignment Agreement

This ASSET ASSIGNMENT AGREEMENT ("Agreement") dated as of November 6, 2014 is by and between **New Paradigm Enterprises, Inc.**, of 2504 Lexington Ln, Naperville, Illinois 60540-1953 ("Company"), an Illinois corporation; and **Q101, LLC**, of 1 Tower Lane, 17<sup>th</sup> Floor, Oak Brook Terrace, IL 60181 ("Assignee") an Illinois Limited Liability Company. The parties agree as follows:

**Conveyance.** For good and valuable consideration, the sufficiency of which is mutually acknowledged, Company agrees to transfer and convey to Assignee and its successors and assigns, all tangible and intangible assets that are exclusively associated with the operation of Q101.com, including but not limited to trademarks, patents, good will, insurance policies, contracts, intellectual property, equipment, and inventory (the "Q101 Assets", as described, below) as part of the settling of affairs and winding down of the Company.

**Company Dissolution.** The parties acknowledge that this Agreement is made in connection with the dissolution and settlement of affairs of the Company. This Agreement and the assignment contained herein was approved by the Company's Board of Directors and approved by the Shareholders at the meeting held on September 17, 2014.

**Identification of Assets.** The Q101 Assets that are to be transferred and conveyed to Assignee under this Agreement are identified on Exhibit "A", which is attached to this Agreement. Exhibit "A" is an exhaustive list of Q101 Assets being assigned under this Agreement unless this Agreement is amended in writing.

**Liabilities and Obligations.** As a material part of the consideration for the assignment of the Assets, Assignee assumes all liabilities, fees, taxes and other obligations regarding to the Q101 Assets, including unknown claims that may arise from conduct preceding this purchase. Company grants Assignee access to any resources necessary to meet these obligations. Company shall remain responsible for any financial and informational reporting as required by law in connection with this Agreement and with the Q101 Assets prior this agreement.

**Transfer and Delivery.** The transfer of ownership of the Q101 Assets is effective on the date of the signing of this Agreement. The Q101 Assets are considered delivered, accepted and received when located in a secured location to which Assignee has access.

**Warranties.** Company warrants that the Q101 Assets are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

**Taxes.** Company warrants that all tax returns and payments that have become due from it to the date of this Agreement have been filed and paid by it including any returns or taxes due for (1) state or federal income or franchise tax, (2) personal or real property tax levied on any of the Q101 Assets, (3) sales tax, or (4) other tax.

**Proration of Taxes and Rents.** All taxes levied on or assessed against any of the Q101 Assets described in this Agreement shall be prorated between Assignee and Company as of 12:01 A.M. Central Standard Time on the date set forth above.

**Entire Agreement.** This instrument with its attachments constitutes the entire Agreement between Assignee and Company respecting the Q101 Assets or the sale of the Q101 Assets to Assignee by Company, and any agreements or representation respecting the Q101 Assets or their sale by Company to Assignee not expressly set forth in this instrument is null and void.

**Notices.** Any and all notices or other communications required or permitted by this contract or by law to be served on or given to either party, Assignee or Company, by the other party, shall be, unless otherwise required by law, in writing and deemed duly served and given when personally delivered to the party to whom directed or any of its officers or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid to the address set forth above.

**Assignment.** Neither this Agreement nor any right or interest in it may be assigned by either party to any other person or corporation without the express written consent of the other party to this contract.

**Governing Law.** This contract shall be governed and all rights and liabilities under it determined in accordance with the laws of the State of Illinois in effect on this date.

The parties have executed this agreement at **Naperville, IL** on the day and year first above written.

Signatures:

("Company")

**NEW PARADIGM ENTERPRISES, INC.**

By: Michael W. Noonan  
Michael Noonan, President

12/10/14  
Date

("Assignee")

**Q101, LLC**  
Matthew Dubiel  
Matthew Dubiel, Managing Member

12/8/2014  
Date

**Exhibit "A"**

Q101, Blue Collar Radio and related brands:

1. Q101.com and all related domains in current Q101 GoDaddy Account, and any claim to domains containing Q101, Blue Collar Radio, This Country Rocks, Broadcast Barter and IP not currently in that account.. (See, below, screenshot of existing domains in this account attached)
2. Domains and corresponding IP for BlueCollarRadio.us, ThisCountryRocks.com, BroadcastBarter.com
3. All Q101 related intellectual property and all files (digital & otherwise)
4. All registered marks, art, merchandise designs, and logos for Q101, Blue Collar Radio, This Country Rocks, Broadcast Barter (See, attached registration information)
5. All accounts, social, gmail, or otherwise associated with Q101, Blue Collar Radio, Broadcast Barter
6. Email Databases Q101, Blue Collar Radio, Broadcast Barter,
7. All Q101, Blue Collar Radio, Broadcast Barter intellectual property