

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM361174

<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>
Pitchfork Media Inc.		09/19/2015	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Advance Magazine Publishers Inc.		
<b>Street Address:</b>	One World Trade Center		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10007		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 31</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3973836		
<b>Registration Number:</b>	3899580	PITCHFORK	
<b>Registration Number:</b>	3967873	ALTERED ZONES	
<b>Registration Number:</b>	3971919	ALTERED ZONES	
<b>Registration Number:</b>	3877067		
<b>Registration Number:</b>	3877065		
<b>Registration Number:</b>	4112652	NOTHING MAJOR	
<b>Registration Number:</b>	4436794	PITCHFORK	
<b>Registration Number:</b>	4436793	PITCHFORK	
<b>Registration Number:</b>	3243740	PITCHFORK	
<b>Registration Number:</b>	3821815	PITCHFORK	
<b>Registration Number:</b>	4151482	PITCHFORK MUSIC FESTIVAL	
<b>Registration Number:</b>	4327962	SOUNDPLAY	
<b>Registration Number:</b>	4486419	DISSOLVE	
<b>Registration Number:</b>	4590311	THE PITCHFORK REVIEW	
<b>Registration Number:</b>	4467926	PITCHFORK	
<b>Serial Number:</b>	85110785	FORK	
<b>Serial Number:</b>	85148929	OFFLINE	
<b>Serial Number:</b>	85005502	PITCHFORK	

CH \$790.00 3973836

Property Type	Number	Word Mark
Serial Number:	85005469	PITCHFORK
Serial Number:	85005462	PITCHFORK
Serial Number:	85005869	P4K
Serial Number:	85868534	PITCHFILM
Serial Number:	85868577	PITCHFORK
Serial Number:	85868561	PITCHFORK
Serial Number:	85153144	BLOGGREGATE
Serial Number:	86510253	THE PITCH
Serial Number:	86510265	P4K
Serial Number:	86178039	FORK
Serial Number:	86374950	PITCHFORK
Serial Number:	86324408	P4K

**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:** 212 381 7140  
**Email:** sjacobs@sabinfirm.com  
**Correspondent Name:** Sawyer C. Jacobs  
**Address Line 1:** One World Trade Center  
**Address Line 2:** 44th Floor  
**Address Line 4:** New York, NEW YORK 10007

**NAME OF SUBMITTER:** Sawyer C. Jacobs

**SIGNATURE:** /sawyer c. jacobs/

**DATE SIGNED:** 11/04/2015

**Total Attachments: 16**

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## WORLDWIDE TRADEMARK ASSIGNMENT AGREEMENT

THIS WORLDWIDE TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into effective as of October 9, 2015, by and between ADVANCE MAGAZINE PUBLISHERS INC., a New York corporation ("Purchaser"), and PITCHFORK MEDIA INC., an Illinois corporation ("Seller"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof, by and among Purchaser, Seller and certain other parties (the "Purchase Agreement").

### RECITALS

WHEREAS, upon the terms and subject to the conditions of the Purchase Agreement, Seller has agreed to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from Seller, all of the right, title and interest of Seller in and to those trademarks and registrations and applications for the trademarks set forth on Schedule A attached hereto and made a part hereof (collectively, the "Transferred Trademarks"), together with all common law rights and all goodwill associated with the use of and symbolized by such Transferred Trademarks;

WHEREAS, the parties hereto now desire to carry out the intent and purposes of the Purchase Agreement by Seller's execution and delivery to Purchaser of this Assignment as evidence of the sale, transfer, assignment, conveyance and delivery to purchaser of all of Seller's rights, title and interest in and to all of the Transferred Trademarks.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance and Acceptance. In accordance with the provisions of the Purchase Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser and Purchaser hereby accepts all of Seller's rights, title and interest in, to and under the Transferred Trademarks, including all common law rights therein, together with all benefits, privileges, causes of action, and remedies relating to the Transferred Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks, and all goodwill associated with and symbolized by the use of the Transferred Trademarks, and Purchaser hereby purchases, takes delivery of and acquires such Transferred Trademarks and accepts such sale, transfer, conveyance and assignment.

2. Subject to Purchase Agreement. Purchaser and Seller acknowledge and agree that this Assignment is intended only to effect the sale, transfer, assignment, conveyance and delivery of Seller's right, title and interest in and to all of the Transferred Trademarks pursuant to the Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

3. Amendment. This Assignment may not be amended or modified except by an instrument in writing signed by the party affected by such amendment and expressly stating that it is intended to amend this Assignment.

4. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this

Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transaction is not affected in any manner materially adverse to any party.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and to be performed in such state, without regard to principles of conflicts of law.

6. Headings; Counterparts; Effectiveness of Assignment. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment. The parties may execute facsimile or electronic copies of this Assignment, which facsimile or electronic copies shall be equally as effective as delivery of originally executed counterparts.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Worldwide Trademark Assignment Agreement, as of the date first above written.

SELLER:

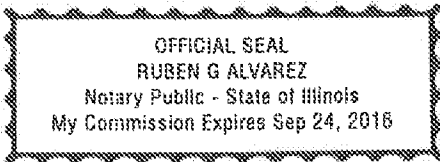
**PITCHFORK MEDIA INC.**

By: [Signature]  
TM Name: Chris Teaster  
Title: President

STATE OF Illinois )  
 )  
COUNTY OF COOK ) ss.

On this 19th day of October, 2015, there appeared before me Christopher Laskic, personally known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged to me that he/she executed the foregoing Assignment in his/her authorized capacity and that by his/her signature on the Assignment the entity on behalf of which the person acted has executed the Assignment.

[Signature]  
Notary Public



ADVANCE MAGAZINE PUBLISHERS INC.

By: [Signature]  
Name: David Gelfner  
Title: Vice President

STATE OF New York )  
COUNTY OF New York ) ss.

On this 8th day of October, 2015, there appeared before me David Gelfner, personally known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged to me that he/she executed the foregoing Assignment in his/her authorized capacity and that by his/her signature on the Assignment the entity on behalf of which the person acted has executed the Assignment.

[Signature]  
Notary Public

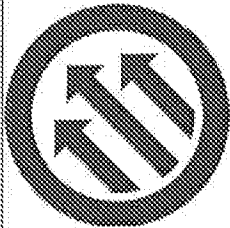
MARY ANN CASEY  
Notary Public, State of New York  
No. 01CA023053  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires April 12, 20 14

Schedule A

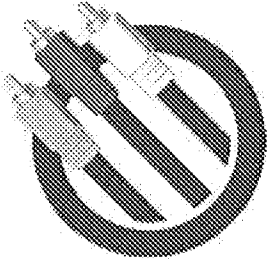
Transferred Trademarks

From Pitchfork Media Inc. to Advance Magazine Publishers Inc.

Federal

Serial Number	Filing Date	Registration Number	Registration Date	Mark/Title	Type of Mark	Description of Good	Status
85148905	October 8, 2010	3973836	June 7, 2011		SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring music recordings and performances and popular culture	Registered. §§8 & 15 Due 6/7/17 §§8 & 9 Renewal Due 6/7/21
85005866	April 4, 2010	3899580	January 4, 2011	PITCHFORK	TRADE MARK	Publications, namely, books in the field of music.	Registered. §§8 & 15 Due 1/4/17 §§8 & 9 Renewal Due 1/4/21
85110785	August 18, 2010	N/A	N/A	FORK	SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring music recordings and performances and popular culture	Abandoned.



85073758	June 29, 2010	3,967,873	May 24, 2011	ALTERED ZONES	SERVICE MARK	Entertainment services, namely, providing a web site featuring prose, photographic, audio, and video presentations featuring music recordings and performances and popular culture.	Registered. §§8 &15 Due 5/24/17 §§8 &9 Renewal Due 5/24/21
85073727	June 29, 2010	3,971,919	May 31, 2011	ALTERED ZONES	SERVICE MARK	Presentation of musical performances	Registered. §§8 &15 Due 5/31/17 §§8 & 9 Renewal Due 5/31/21
85016072	April 16, 2010	3877067	November 16, 2010		SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring music recordings and performances and popular culture.	Registered. §§8 &15 Due 11/16/16 §§8 & 9 Renewal Due 11/16/20

85016053	April 16, 2010	3877065	November 16, 2010		SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring music recordings and performances and popular culture.	Registered. §§8 &15 Due 11/16/16 §§8 & 9 Renewal Due 11/16/20
85148929	October 8, 2010	N/A	N/A	OFFLINE	SERVICE MARK	Entertainment services in the nature of presenting live musical performances.	Abandoned
85146809	October 6, 2010	4112652	March 13, 2012	NOTHING MAJOR	TRADE MARK	Men and women's apparel.	Registered §§8 &15 Due 3/13/18 §§8 & 9 Renewal Due 3/13/22

85005502	April 2, 2010	N/A	N/A	PITCHFORK	SERVICE MARK	Online retail store services featuring downloadable prerecorded music, video of musical performances, photographs, and downloadable articles featuring commentary and reviews of music.	Abandoned.
85005469	April 2, 2010	N/A	N/A	PITCHFORK	TRADE MARK	Earphones and headphones.	Abandoned November 19, 2012.

85005462	April 2, 2010	N/A	N/A	PITCHFORK	TRADE MARK	Prerecorded phonograph records, prerecorded audio cassette tapes, and compact discs, pre- recorded audio-visual records in analog disc and digital disc configurations, and analog magnetic tape and digital magnetic tape configurations, all containing music. and digital magnetic tape configurations, all containing music.	Abandoned.
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85005447	April 2, 2010	4436794	November 19, 2013	PITCHFORK	SERVICE MARK	Educational and entertainment services, namely, a continuing series of informational programs about music and popular culture topics accessible by radio, television, satellite, audio, video, and computer networks; entertainment services, namely, motion picture, television shows, DVD, and video and audio production services	Registered. §§8 &15 Due 11/19/16 §§8 & 9 Renewal Due 11/19/23
85005422	April 2, 2010	4436793	November 19, 2013	PITCHFORK	TRADE MARK	Computer software for use in organizing, transmitting, manipulating, and reviewing text, data, visual, audio, and video files on portable and handheld digital electronic devices.	Registered. §§8 &15 Due 11/19/16 §§8 & 9 Renewal Due 11/19/23

78696005	August 18, 2005	3243740	May 22, 2007	PITCHFORK	SERVICE MARK	Advertising, promoting and marketing services; writing music reviews and music news regarding musicians and performers.	Registered. §§8 & 15 Filed §§8 & 9 Renewal Due 5/22/17
85005869	April 4, 2010	N/A	N/A	P4K	SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring music recordings and performances and popular culture.	Abandoned.
77902277	December 29, 2009	3821815	July 20, 2010	PITCHFORK	SERVICE MARK	Presentation of musical performances.	Registered. §§8 & 15 Due 7/20/16 §§8 & 9 Renewal Due 7/20/20

85302910	April 23, 2011	4151482	May 29, 2012	PITCHFORK MUSIC FESTIVAL Logo	SERVICE MARK	Presentation of musical performances.	Registered. §§8 &15 Due 5/29/18 §§8 & 9 Renewal Due May 29, 2022
85868534	March 6, 2013			PITCHFILM	SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, graphic, audio, video and prose presentations featuring film and popular visual culture.	Notice of Allowance (NOA) issued 9/24/13. Applicant must file a Statement of Use or a Fifth Extension Request no later than 3/24/16.
85868577	March 6, 2013			PITCHFORK	SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, graphic, audio, video and prose presentations featuring fashion, design, and popular visual culture.	Notice of Allowance (NOA) issued 9/24/13. Applicant must file a Statement of Use or a Fifth Extension Request no later than 3/24/16.

85721334	September 5, 2012	4327962	April 30, 2013	SOUNDPLAY	SERVICE MARK	Entertainment services, namely, providing a web site featuring video games.	Registered. §§8 & 15 Due 4/30/19 §§8 & 9 Renewal Due April 30, 2023
85868561	March 6, 2013			PITCHFORK	SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring film and popular visual culture.	Notice of Allowance (NOA) issued 9/24/13. Applicant must file a Statement of Use or a Fifth Extension Request no later than 3/24/16.
85153144	October 14, 2010			BLOGGREGATE	SERVICE MARK (currently Chris Kaskie is applicant as individual).	Entertainment services, namely, providing a website featuring prose, photographic, audio and video presentations featuring various sports, current event news, artistic, and popular culture topics	Abandoned.



85920259	May 1, 2013	4486419	February 18, 2014	DISSOLVE	SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, graphic, audio, video and prose presentations featuring film and popular visual culture.	Registered. §§8 &15 Due 2/18/20. §§8 & 9 Renewal Due 2/18/24.
86510253	January 21, 2015			THE PITCH	SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring music recordings and performances, news, and popular culture.	Office Action issued May 4, 2015. Response due 11/4/15.
86510265	January 21, 2015			P4K	SERVICE MARK	Webcasting Services	Registered. §§8 &15 Due 8/18/21. §§8 & 9 Renewal Due 8/18/25.

86178039	January 28, 2014			FORK	SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring music recordings and performances and popular culture	Notice of Allowance (NOA) issued 8/5/14. Applicant must file a Statement of Use or a Third Extension Request no later than 2/5/16.
86374950	January 13, 2015			PITCHFORK	SERVICE MARK	Advertising agency services	Notice of Allowance (NOA) issued 1/13/15. Applicant must file a Second Statement of Use or an Extension Request no later than 1/13/16
86095168	October 18, 2014	4590311	August 19, 2014	THE PITCHFORK REVIEW	TRADE MARK	Printed periodicals principally in the fields of music, film, and visual design	Registered. §§8 & 15 Due 8/19/20. §§8 & 9 Renewal Due 8/19/24.

86324408	June 30, 2014		P4K	SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring music recordings and performances and popular culture	Notice of Allowance (NOA) issued 1/13/15. Applicant must file a Second Statement of Use or an Extension Request no later than 1/13/16
85946822	May 30, 2013	4467926	PITCHFORK	SERVICE MARK	Entertainment services, namely, providing a web site featuring photographic, audio, video and prose presentations featuring music recordings, performances, audio-visual works, and popular culture	Registered. §§8 & 15 Due 1/14/20. §§8 & 9 Renewal Due 1/14/24.