

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372513

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900352769		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STARLINE PUBLICATIONS INC.		12/01/2015	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	QUADRA MEDIA LLC		
Street Address:	12 West 27th Street, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3385011	URBAN INK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126797820		
Email:	mc@mcantorlawoffice.com		
Correspondent Name:	Mitchell Cantor		
Address Line 1:	355 Lexington Avenue, Suite 401		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Mitchell Cantor		
SIGNATURE:	/Mitchell Cantor/		
DATE SIGNED:	02/09/2016		
Total Attachments: 3			
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source=Assignor Starline of Urban Ink mark magazines#page2.tif			
source=Assignor Starline of Urban Ink mark magazines#page3.tif			

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the last date signed below.

WHEREAS, STARLINE PUBLICATIONS, INC., a New York Corporation, having a principal place of business at 46 Violet Avenue Poughkeepsie, NY 12601 (hereinafter referred to as "ASSIGNOR"), is the owner of all right, title and interest in and to the trademarks registrations recited in Appendix A hereto, and in and to the goodwill of the business appertaining thereto and which is symbolized thereby;

WHEREAS, QUADRA MEDIA LLC., a New York limited liability company having a principal place of business at 174 Middletown Blvd, Langhorne, PA 19047 (hereinafter referred to as "ASSIGNEE"), desires to acquire from ASSIGNOR all right, title and interest in and to said trademarks and U.S. and foreign trademark applications and registrations recited in Appendix A hereto, and in and to the goodwill of the business appertaining thereto and which is symbolized thereby;

NOW THEREFORE, to all whom it may concern, be it known that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby sell, transfer, convey and assign unto the said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in and to said trademarks and U.S. and foreign trademark applications and registrations recited in Appendix A hereto, and in and to the goodwill of the business appertaining thereto and which is symbolized thereby, with the right to recover for past infringements thereof;

ASSIGNOR confirms that it owns said trademarks and U.S. and foreign trademark applications and registrations recited in Appendix A hereto, and in and to the goodwill of the business appertaining thereto and which is symbolized thereby, free and clear of any liens, encumbrances, restrictions on transfer, claims, covenants or conditions of any kind, and that it has the full right and power to transfer the trademarks and said applications and registrations;

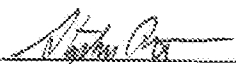
ASSIGNOR hereby authorizes and requests the U.S. Patent and Trademark Office and any foreign trademark office to issue all Registrations and Renewals for said trademarks to ASSIGNEE, its successors, legal representatives and assigns, as assignee thereof, in accordance with the terms of this Assignment.

ASSIGNOR hereby further covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to it respecting said trademarks and applications and registrations, and will make all rightful oaths, sign all necessary papers and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to transfer to ASSIGNEE and to obtain and maintain proper trademark protection in the name of ASSIGNEE for said trademarks and applications and registrations.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have executed this Trademark Assignment
December 1, 2015.

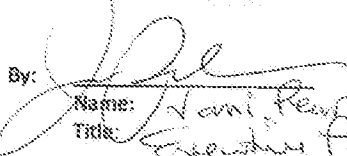
ASSIGNOR

STARLINE PUBLICATIONS, INC.

By: 
Stephen Perretta
Vice President

ASSIGNEE

QUADRA MEDIA LLC

By: 
Name: Tami Ferguson
Title: Executive Assistant

APPENDIX A

UNITED STATES REGISTRATIONS

Reg. Nos.

Marks

3385011

Urban Ink