

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381201

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900360126

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wainscot Media, LLC		07/01/2013	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Davler Media Group, LLC
Street Address:	498 Seventh Ave, 10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	76621641	NEW YORK SPACES

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: 6467363619
Email: bbyrd@davlermedia.com
Correspondent Name: Barbara Byrd
Address Line 1: 498 Seventh Ave, 10th Floor
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Barbara Byrd
SIGNATURE:	/1992/
DATE SIGNED:	04/20/2016

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of July 1, 2013 (this "Assignment"), is by and between Wainscot Media, LLC, a Delaware limited liability company ("Assignor"), and Davler Media Group, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), between Assignor and Assignee.

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to, among other things, sell, transfer, assign, convey and deliver to Assignee all of Assignor's right, title and interest in and to the trade names, corporate names, trademarks, service marks, trade dress, slogans, designs, logos, domain names and the like set forth on Schedule A hereto, together with all applications and registrations pertaining thereto (including, but not limited to, the registrations listed on Schedule A hereto) (collectively, the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby irrevocably sell, transfer, assign, convey, grant, set over, and deliver to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Assigned Trademarks, free and clear of all Liens, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present or future infringement, of the Assigned Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. No Conflicts. Assignor represents, warrants, and covenants that it is the sole and exclusive owner of all right, title and interest in and to the Assigned Trademarks, the execution and delivery of this Assignment does not breach any agreement to which Assignor is a party, and Assignor has not entered into, and will not enter into, any oral or written agreement in conflict with this Assignment.

3. Further Assurances. As may be requested by Assignee or its designees or other legal representatives from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees, or other legal representatives, in a commercially reasonable manner, without further consideration, to (a) evidence, record, and perfect the assignment of the Assigned Trademarks and (b) secure Assignee's rights in the Assigned Trademarks, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems reasonably necessary to assign and convey to Assignee, or Assignee's

successors, assignees, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Trademarks.

4. Authorization. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office and any corresponding foreign office whose duty it is to issue, certify, or assign registrations or applications for trademarks or service marks to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Assignment.

[Signature Page Follows]

Schedule A

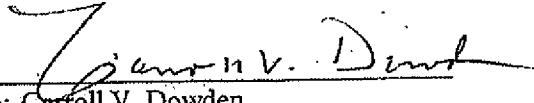
Assigned Trademarks

TRADEMARK	OWNER	JURISDICTION	REGIS #
New York Spaces	Wainscot Media, LLC	Federal	3078248

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the day and year first above written.


ASSIGNOR:

Wainscot Media, LLC

By: 
Name: Carroll V. Dowden
Title: Chairman

ASSIGNEE:

Davler Media Group, LLC

By: 
Name: David L. Miller
Title: President

Signature Page to Trademark Assignment