

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388614

|   |  |                       |                           |
|---|--|-----------------------|---------------------------|
| <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>        |
| Shawn Alexander Cash  |  | 06/08/2016            | INDIVIDUAL: UNITED STATES |
| William Robert Louie  |  | 06/08/2016            | INDIVIDUAL: UNITED STATES |
| Craig Joseph Swan   |  | 06/08/2016            | INDIVIDUAL: UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                           |
| <b>Name:</b>  | Retail Radio, Inc.                                 |                       |                           |
| <b>Street Address:</b>  | 7921 Kingswoods Drive                              |                       |                           |
| <b>City:</b>  | Citrus Heights                                     |                       |                           |
| <b>State/Country:</b>   | CALIFORNIA   |                       |                           |
| <b>Postal Code:</b>   | 95610  |                       |                           |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA                            |                       |                           |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                           |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                           |
| <b>Registration Number:</b>   | 3432141  | RETAIL RADIO          |                           |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                           |
| <b>Fax Number:</b>  | 9164031633   |                       |                           |
| <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>   | 916.930.3271                                       |                       |                           |
| <b>Email:</b>   | Paul.Stickel@dlapiper.com                          |                       |                           |
| <b>Correspondent Name:</b>  | DLA Piper LLP (US)                                 |                       |                           |
| <b>Address Line 1:</b>  | 400 Capitol Mall, Suite 2400                       |                       |                           |
| <b>Address Line 2:</b>  | Attn: Scott W. Pink, Esq.                          |                       |                           |
| <b>Address Line 4:</b>  | Sacramento, CALIFORNIA 95814-4428                  |                       |                           |
| <b>NAME OF SUBMITTER:</b>   | Scott W. Pink, Esq.                                |                       |                           |
| <b>SIGNATURE:</b>   | /Scott W. Pink/                                    |                       |                           |
| <b>DATE SIGNED:</b>   | 06/20/2016   |                       |                           |
| <b>Total Attachments: 3</b>   |  |                       |                           |
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("*Agreement*") is made and entered into by and between Shawn Alexander Cash, an individual with an address of 6000 Becky Way Loomis, CA 95650, William Robert Louie, an individual with an address of 7161 Ryan Ranch Road, El Dorado Hills, CA 95762, and Craig Joseph Swan, an individual with an address of 5509 Sage Hen Court, Loomis, CA 95650 (collectively, the "*Assignors*") on the one hand, and Retail Radio, Inc., a California corporation with an address of 7921 Kingswood Dr., Citrus Heights, CA 95610 ("*Assignee*") on the other. The Assignors and Assignee are collectively referred to herein as the "*Parties*".

WHEREAS, Assignors are the joint owners of the worldwide rights, interests, and claims in, and title to the trademark set forth in the table attached hereto as EXHIBIT A together with the common law rights and goodwill associated therewith (the "*Trademark*").

WHEREAS, Assignors wish to individually and jointly transfer all of their worldwide rights, interests, and claims in, and title to the Trademark, together with the common law rights and goodwill associated therewith and the registration as listed therein, to Assignee, and Assignee has desires to acquire the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby contribute, convey, grant, set over, assign, and transfer to Assignee and its successors and assigns, and Assignee hereby accepts, Assignors' entire worldwide right, interest and claim in, and title to the Trademark, together with the common law rights and goodwill associated therewith and the registration as listed in the attached EXHIBIT A, together with the right to sue for and collect upon all claims for profits and damages as a result of past infringement of the Trademark, if any, in each case whether now existing or hereafter created, together with the proceeds thereof.

Assignors on and after the Effective Date of this Agreement, shall at the reasonable request and the expense of Assignee: (a) execute and deliver or cause to be delivered any documents and further instruments of assignment consistent with the present assignment and that may be reasonably required to evidence or effectuate the assignment of the Trademark; and (b) take or cause to be taken all such other actions, as may reasonably be deemed necessary or desirable in order for Assignee to obtain the full benefits of the present assignment of all the Trademark and to maintain and enforce the Trademark in all countries.

Each party represents that it has the power and authority to enter into this Agreement. If any term of this Assignment is held void, voidable, invalid, inoperative, or unenforceable for any reason, the remainder of such term shall be amended to achieve as closely as possible the effect of the original term, and all other terms shall continue in full force and effect.

This Agreement shall be deemed effective only as of the date on which it has been fully executed by all parties (the "*Effective Date*"). It may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument.

The terms and covenants of this assignment shall inure to the benefit of Assignee, its

successors, and assigns, and shall be binding upon Assignors and their assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

ASSIGNEE

Retail Radio, Inc.

By: [Signature]  
Name: [Signature]  
Title: CEO  
Date: 6/8/16

ASSIGNOR

Shawn Alexander Cash

By: [Signature]  
Date: 6/3/16

ASSIGNOR

William Robert Louie

By: [Signature]  
Date: 6/8/2016

ASSIGNOR

Craig Joseph Swan

By: [Signature]  
Date: 6/3/2016

EXHIBIT A

| Trademark       | U.S. Reg. No. | Reg. Date    | Goods and Services  |
|-----------------|---------------|--------------|---|
| RETAIL<br>RADIO | 3432141       | May 20, 2008 | Class 35: Business management consulting with relation to strategy, marketing, production, personnel and retail sale matters; On-line retail store services featuring downloadable pre-recorded music and video; On-line retail store services featuring downloadable customized audio and video recordings; Presentation of goods on communication media for retail purposes; Retail store services, available through computer communications and interactive television, featuring music and video specifically for the retailer; Promoting the goods and services of others through customized promotional videos and music played on customer point of purchase television monitors in retail stores |