

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deezer, S.A.		06/06/2016	Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	90028 Media, LLC		
Street Address:	312 Walnut Street		
Internal Address:	Suite 2800		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87036753	STITCHER	
Registration Number:	4197135	STITCHER SMARTRADIO	
CORRESPONDENCE DATA			
Fax Number:	6144641737		
<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:	6145597282		
Email:	trademarks@fbtlaw.com, kcomella@fbtlaw.com, squimby@fbtlaw.com, stempleton@fbtlaw.com, wlehner@fbtlaw.com		
Correspondent Name:	Samantha M. Quimby		
Address Line 1:	10 West Broad Street		
Address Line 2:	Suite 2300		
Address Line 4:	Columbus, OHIO 43215		
NAME OF SUBMITTER:	Samantha M. Quimby		
SIGNATURE:	/samantha m quimby/		
DATE SIGNED:	06/29/2016		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "IP Assignment"), dated as of June 6, 2016, is made and delivered by and between (i) Deezer SA ("Assignor") and (ii) 90028 Media, LLC ("Midroll") as assignee of Scripps Media, Inc. ("Scripps") pursuant to that certain Asset Purchase Agreement, dated as of May 27, 2016 (the "Purchase Agreement"), by and between Assignor and Scripps. Capitalized terms used in this IP Assignment and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, in connection with the Closing, Assignor desires to transfer and assign to Midroll all of Assignor's right, title and interest in and to the Intellectual Property included in the Acquired Assets (the "Assigned IP"), pursuant to the Purchase Agreement and the assignment thereof by Scripps to Midroll.

NOW, THEREFORE, pursuant to the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties hereto agree as follows:

1. Assignment. Effective as of 11:59:59 p.m. Pacific Time on the Closing Date, Assignor hereby sells, assigns, transfers, conveys and delivers to Midroll any and all worldwide right, title and interest Assignor holds, in each case free and clear of all Liens other than Permitted Liens, in and to (i) the Assigned IP, the same to be used and enjoyed by Midroll for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned IP are granted or reissued or extended, (ii) all income, royalties, fees, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned IP and (iii) all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. The Assigned IP includes, without limitation, the following: (a) the patents and patent applications, if any, set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof; (b) the trademark registrations and applications set forth in Schedule 2 hereto and all issuances, extensions and renewals thereof, together with the goodwill connected with the use of and symbolized thereby; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing; and (c) the copyright registrations, applications for registration and exclusive copyright licenses (if any) set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof.

2. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms

of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Recordation. The parties hereto hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable authorities or agencies for any other applicable jurisdiction to record Midroll as the assignee and owner of the Assigned IP.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the Laws of the State of New York without giving effect to conflict of laws principles that would result in the application of the law of any other state.

6. Counterparts; Effectiveness. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Delivery of an executed counterpart of this IP Assignment by facsimile or e-mail shall be deemed to have the same legal effect as delivery of a manually executed counterpart of this IP Assignment.

{Signature page follows.}

IN WITNESS WHEREOF, Assignor and Midroll have executed this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

DEEZER SA

By: 

Name:

Title:

Alexis DE GETIN

DEPUTY CEO AND CEO P&VE

ASSIGNEE:

90028 MEDIA, LLC

By: 

Name: William Appleton

Title: Secretary

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK

REEL: 005824 FRAME: 0604

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Country</u>	<u>Application #</u>	<u>Application Date</u>	<u>Registration #</u>	<u>Registration Date</u>
Stitcher SmartRadio	USA	N/A	N/A	4197135	8/28/2012
Stitcher	USA	87036753	May 13, 2016	N/A	N/A

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

None.