

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393956

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	3		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Instapray, Inc.		12/07/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Salem Web Network, LLC		
Street Address:	4880 Santa Rosa Road		
City:	Camarillo		
State/Country:	CALIFORNIA		
Postal Code:	93012		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4604746	REPRAY	
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:	8059870400		
Email:	scott.hunter@salemmedia.com		
Correspondent Name:	Scott R. Hunter		
Address Line 1:	4880 Santa Rosa Road		
Address Line 4:	Camarillo, CALIFORNIA 93012		
NAME OF SUBMITTER:	Scott R. Hunter		
SIGNATURE:	/s/ Scott R. Hunter		
DATE SIGNED:	08/05/2016		
Total Attachments: 5			
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OP \$40.00 4604746

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment") is made as of December 7, 2015 by **Instapray, Inc.**, a Delaware corporation ("Assignor") and **Salem Web Network, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, pursuant to the Asset Purchase Agreement dated December 7, 2015 (the "Purchase Agreement"), Assignee is purchaser of substantially all of the assets of Assignor relating to the ownership, development and operation of the *Instapray* mobile applications, including their content, user information, code and functionality, as well as a related website, Facebook Pages, Instagram accounts, Twitter accounts, Tumblr account, and Vine account (the "Business"), and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in and to the Intellectual Property, including the registered domain names as listed in Schedule 3.14 of the Purchase Agreement, a copy of which is attached hereto.

NOW, THEREFORE, for good and valuable consideration as recited in the Purchase Agreement, the receipt of which is hereby acknowledged;

1. Assignor does hereby assign to Assignee, and its successors and assigns, and Assignee accepts, all of Assignor's right, title, and interest in and to the Intellectual Property and all registrations thereof, any and all renewals of any of the foregoing and all rights to sue for past infringement and to receive any recoveries therefor.

2. Notwithstanding anything in this Assignment to the contrary, nothing herein shall transfer, convey or assign to Assignee, and Assignor shall retain all right, title and interest in and to the Excluded Assets.

3. Assignor and, by its acceptance hereof, Assignee covenants and agrees to execute such further documents and instruments and to take such additional actions as may reasonably be requested by Assignee or Assignor, as the case may be, to vest in Assignee any and all of the Intellectual Property being transferred hereby and otherwise to effectuate the intent of this Assignment.

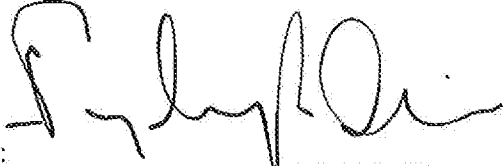
4. Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to them in the Purchase Agreement.

5. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

Signatures appear on following page.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered effective as of the date first written above.

INSTAPRAY, INC.



By: _____

Name: Fryderyk Ovcarić

Title: CEO Dec 7th 2015

SALEM WEB NETWORK, LLC

By: _____

Name: Christopher J. Henderson

Title: Senior Vice President and Secretary
of SCA License Corporation,
Its Managing Member

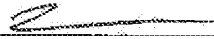
SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered effective as of the date first written above.

INSTAPRAY, INC.

SALEM WEB NETWORK, LLC

By: _____
Name: Fryderyk Ovcarić
Title: CEO

By: 
Name: Christopher J. Henderson
Title: Senior Vice President and Secretary
of SCA License Corporation,
Its Managing Member

SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY

Schedule 3.14

Intellectual Property

Registered Patents and Trademarks:

U.S. Trademark: INSTAPRAY
Registration No: 4696514
Registered Owner: Instapray, Inc.

U.S. Trademark: INSTAPRAY
Registration No: 4530506
Registered Owner: Fryderyk Ovcarie

U.S. Trademark: REPRAY
Registration No: 4604746
Registered Owner: Instapray, Inc.

Trademark Applications:

U.S. Trademark: INSTAPRAYER
Serial Number: 86022405
Applicant: Instapray, Inc.
Status: Published for Opposition: February 17, 2015

Unregistered Logos:

See images under Copyrights section.

Unregistered Trademarks and/or Service Marks:

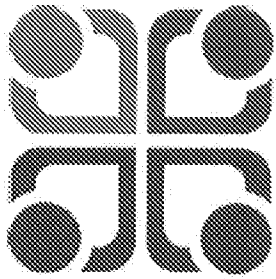
Your Safe Place To Give and Get Support

Trade Dress: None

Other Marks: None

Copyrights:

The following image is reflected on the Website, and may also appear on the Mobile Application, the Facebook Pages, the Instagram Accounts, the Twitter Accounts, the Tumblr Account, and the Vine Account:



Instapray

Unregistered copyrightable material owned by Business, including all content created by Seller, contained in the Mobile Application, the Website, the Facebook Pages, the Instagram Accounts, the Twitter Accounts, the Tumblr Account and the Vine Account.

Trade Secrets: None

Rights:

All rights of Seller to use and display third party content on, as well as all rights to manage and administer, the Website, the Mobile Application, the Facebook Pages, the Instagram Accounts, the Twitter Accounts, the Tumblr Account and the Vine Account.

Other Intellectual Property:

Perpetual, royalty-free, worldwide, irrevocable, transferable license to use all content appearing on the Mobile Application, the Website, the Facebook Pages, and the Twitter Account as of the date of Closing

All software code used in the Mobile Application or on the Website.