

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM410687

<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>
FIGHT LLC		12/30/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vice Media LLC		
<b>Street Address:</b>	49 South 2nd Street		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11249		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4742813	FIGHTLAND	
<b>Registration Number:</b>	4742830	FIGHTLAND	
<b>Serial Number:</b>	87009046	FIGHTLAND	
<b>Serial Number:</b>	87009112	FIGHTLAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6173382880		
<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>	617-338-2943		
<b>Email:</b>	trademark@sandw.com		
<b>Correspondent Name:</b>	KIMBERLY B. HERMAN, SULLIVAN & WORCESTER		
<b>Address Line 1:</b>	One Post Office Square		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>NAME OF SUBMITTER:</b>	Kimberly B. Herman		
<b>SIGNATURE:</b>	/Kimberly B. Herman/		
<b>DATE SIGNED:</b>	12/30/2016		
<b>Total Attachments: 5</b>			
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## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is entered into and made effective as of December 30, 2016 (the "Effective Date") by and between Fight LLC, a Delaware limited liability company with its principal place of business at 97 North 10th Street, Brooklyn, New York 11211 ("Assignor") and Vice Media LLC, a Delaware limited liability company with its principal place of business at 49 South 2nd Street, Brooklyn, New York 11249 ("Assignee") (each, a "Party" and together, the "Parties").

WHEREAS, Assignor is the owner of those certain trademarks and corresponding trademark registrations and applications identified on Exhibit A attached hereto and made a part hereof (the "Assigned Marks"); and

WHEREAS, Assignee desires to obtain all rights in and to the Assigned Marks.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby assign, convey, transfer and deliver to Assignee all right, title and interest in and to the Assigned Marks, together with the goodwill symbolized by and associated with the Assigned Marks as well as the entirety of Assignor's ongoing and existing business to which the Assigned Marks pertain, the right to secure all renewals and extensions thereof, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in conjunction with, any and all past, present or future infringement or dilution of or damage or injury to the Assigned Marks or the accompanying goodwill.

2. Ownership. Assignor hereby acknowledges and agrees that from and after the Effective Date, Assignee shall be the exclusive owner of the Assigned Marks and associated goodwill.

3. Further Assurances. Assignor shall furnish all necessary documentation reasonably available to Assignor relating to or supporting chain of title, execute all appropriate papers, take all rightful oaths, and do all rightful acts which may be reasonably necessary for vesting title to, and effectuating the transfer and recording of, the Assigned Marks in Assignee, its successors, assigns, legal representatives or nominees.

4. Entire Agreement. This Assignment constitutes the entire agreement between the Parties with respect to the subject matter contained herein. Neither Party is relying upon and shall not rely upon any prior or contemporaneous written or oral promises or representations not expressly set forth herein.

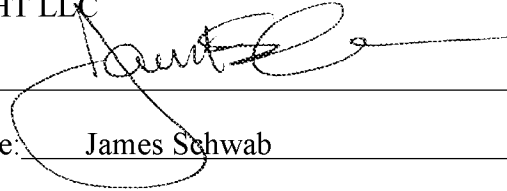
5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without resort to or application of the choice of law principles thereof.

[Signature Page Follows Immediately]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the Effective Date by their duly authorized representatives.

ASSIGNOR:

FIGHT LLC

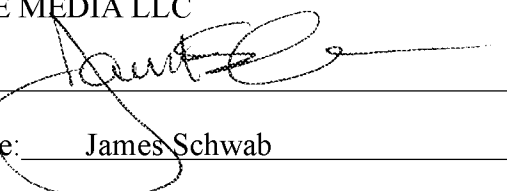
By:  \_\_\_\_\_

Name: James Schwab

Title: Co-President

ASSIGNEE:

VICE MEDIA LLC

By:  \_\_\_\_\_


Name: James Schwab

Title: Co-President


**EXHIBIT A**

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Fight LLC	FIGHTLAND	Argentina	3390283			41	Pending
Fight LLC	FIGHTLAND	Australia	1678052			41	Pending
Fight LLC	FIGHTLAND	Brazil	909099022			41	Pending
Fight LLC	FIGHTLAND	Canada	1717285			41	Pending
Fight LLC	FIGHTLAND	China	16494543	16494543	27 Apr 2016	41	Registered
Fight LLC	FIGHTLAND	Colombia	15045727	521086	31 Jul 2015	41	Registered
Fight LLC	FIGHTLAND	EUTM	015369036			16,25,28	Pending
Fight LLC	FIGHTLAND	EUTM	13775002			41	Pending
Fight LLC	FIGHTLAND	Japan	2015-019030	5792437	11 Sep 2015	41	Registered
Fight LLC	FIGHTLAND	Mexico	1584761	1658198	21 Jul 2016	41	Registered
Fight LLC	FIGHTLAND	New Zealand	1014959	1014959	28 Aug 2015	41	Registered
Fight LLC	FIGHTLAND	South Africa	2015/05132			41	Pending
Fight LLC	FIGHTLAND	Switzerland	52634	682299	30 Dec 2015	38,41	Registered
Fight LLC	FIGHTLAND	United States	86396604	4742813	26 May 2015	41,43	Registered
Fight LLC	FIGHTLAND	United States	87009046			16,25,28	Pending


**FIGHTLAND Logo**

Fight LLC		Argentina	3390284			41	Pending
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**FIGHTLAND Logo**

Fight LLC		Australia	1678056			41	Pending
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**FIGHTLAND Logo**

Fight LLC		Brazil	909099073			41	Pending
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FIGHTLAND Logo						
Fight LLC		Canada	1717288		41	Pending
FIGHTLAND Logo						
Fight LLC		China	16502410		41	Pending
FIGHTLAND Logo						
Fight LLC		Colombia	15045730	516522	29 May 2015	41 Registered
FIGHTLAND Logo						
Fight LLC		EUTM	015369011		16,25,28	Pending
FIGHTLAND Logo						
Fight LLC		EUTM	13776828		41	Pending
FIGHTLAND Logo						
Fight LLC		Japan	2015-019031	5792438	11 Sep 2015	41 Registered
FIGHTLAND Logo						
Fight LLC		Mexico	1584762	1658199	21 Jul 2016	41 Registered
FIGHTLAND Logo						
Fight LLC		New Zealand	1014960	1014960	28 Aug 2015	41 Registered
FIGHTLAND Logo						
Fight LLC		South Africa	2015/05133		41	Pending

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FIGHTLAND Logo

Fight LLC



Switzerland

52638

682300

30 Dec 2015 38,41

Registered

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FIGHTLAND Logo

Fight LLC



United States

86397794

4742830

26 May 2015 41,43

Registered

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FIGHTLAND Logo

Fight LLC



United States

87009112

16,25,28

Pending

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VICE FIGHTLANDTV  
& Design

Fight LLC



EUTM

14911754

41

Pending

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