

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SpinMedia Group, Inc.		12/22/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SpinMedia LLC		
Street Address:	340 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4750280	SPIN	
Registration Number:	1351650	SPIN	
Registration Number:	3376848	STEREOGUM	
Registration Number:	3745439	VIBE	
Registration Number:	2303664	VIBE	
Registration Number:	2144655	VIBE	
Registration Number:	3663561	VSESSIONS	
Serial Number:	85873740	VIBE VIXEN	
Serial Number:	85874643	VIBE VIXEN	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	2208.553.132		

OP \$240.00 4750280

NAME OF SUBMITTER:	Michael J. Bevilacqua
SIGNATURE:	/michael j. bevilacqua/
DATE SIGNED:	01/09/2017
Total Attachments: 6 source=spinmedia group assign tms spinmedia#page1.tif source=spinmedia group assign tms spinmedia#page2.tif source=spinmedia group assign tms spinmedia#page3.tif source=spinmedia group assign tms spinmedia#page4.tif source=spinmedia group assign tms spinmedia#page5.tif source=spinmedia group assign tms spinmedia#page6.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “Assignment”) is made and entered into as of December 22, 2016, by and between SpinMedia Group, Inc., a Delaware corporation (the “Assignor”), and SpinMedia LLC, a Delaware limited liability company (the “Assignee”). Each of the Assignor and Assignee may be referred to hereinafter as a “Party” or together as the “Parties.”

WITNESSETH:

WHEREAS, the Assignor, the Assignee and Prometheus Global Media, LLC, a Delaware limited liability company, are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”), dated December 22, 2016;

WHEREAS, this Assignment is contemplated pursuant to the terms of the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Assignor agreed to sell, convey, assign, transfer and deliver to the Assignee, and the Assignee agreed to purchase and acquire all of the Assignor’s right, title and interest in, to and under, the registered trademarks and service marks listed on Exhibit A hereto (collectively, the “Assigned Trademarks”), at the Closing.

NOW, THEREFORE, for good and valuable consideration as set out in the Purchase Agreement, the receipt of which is hereby acknowledged, the Assignor and the Assignee do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

2. Assignment. The Assignor hereby sells, conveys, assigns, transfers, and delivers to the Assignee all of the Assignor’s right, title and interest in, to and under the Assigned Trademarks, including all registrations and applications therefor and the goodwill of the portion of the business of Assignor symbolized by the Assigned Trademarks.

3. Terms of the Purchase Agreement. Each of the Assignor and the Assignee by its execution of this Assignment hereby acknowledges and agrees that neither the representations and warranties, nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment. In the event of any conflict between the Purchase Agreement and this Assignment, the terms of the Purchase Agreement shall control.

4. Successors and Assigns. No Party may assign or delegate any rights or obligations set forth in this Assignment without the prior written consent of the other Party; provided that the Assignee may assign its rights hereunder to any Affiliate. This Assignment shall be binding upon the Parties and their respective successors and permitted assigns.

5. Further Actions. Upon the request of a Party, the other Party will execute and deliver, at the requesting Party's expense, any other instruments of transfer and assignment and take any other actions as the requesting Party may reasonably require to more effectively consummate the assignments and assumptions contemplated by this Assignment.

6. Amendment, Waiver and Termination. This Assignment may not be amended, waived or terminated except pursuant to a writing signed by the Parties.

7. Execution in Counterparts. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile or electronic mail, and any such counterpart executed and delivered via facsimile transmission or via electronic mail will be deemed an original for all intents and purposes.


8. Jurisdiction; Governing Law. This Assignment will be governed by and construed under the laws of the State of New York without regard to conflicts-of-laws principles that would require the application of any other law. Any legal action or other proceeding brought for the enforcement of this Assignment or because of an alleged breach, dispute, default or misrepresentation regarding any provision of this Assignment shall be brought in the federal or state courts having venue in New York, New York, and each Party irrevocably submits to the jurisdiction of each such court in any such proceeding, and waives any objection it may now or after the Effective Date have to venue or to convenience of forum. The Parties hereto agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement of the Parties hereto irrevocably to waive any objections to venue or to convenience of forum. Process in any such proceeding may be served on any Party hereto anywhere in the world.

[Signatures appear on the following page]

IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:

SPINMEDIA GROUP, INC.

By:  _____
Name: Stephen Blackwell
Title: Chief Executive Officer

ASSIGNEE:

SPINMEDIA LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be duly executed on its behalf, on the day and year first above written.

ASSIGNOR:

SPINMEDIA GROUP, INC.

By: _____
Name: Stephen Blackwell
Title: Chief Executive Officer

ASSIGNEE:

SPINMEDIA LLC

By: _____
Name: John Aneto
Title: Authorized Signatory

EXHIBIT A

Assigned Trademarks

Mark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date	Status
SPIN	Australia	652817 2/13/1995	652817 2/13/1995	Registered
SPIN	Australia	652750 2/10/1995	652750 2/10/1995	Registered
SPIN	Canada	0624841 2/06/1989	TMA409294 3/12/1993	Renewed
SPIN	Canada	1615267 2/22/2013	n/a	Searched
SPIN	European Union	011507671 1/22/2013	011507671 9/23/2016	Registered
SPIN	Germany	395061954 2/14/1995	39506195 10/13/1995	Renewed
SPIN	United Kingdom	UK00001363474 11/14/1988	UK00001363474 8/29/1995	Registered
SPIN	United States	85/726,310 9/11/2012	4,750,280 6/09/2015	Registered
SPIN	United States	73/519,332 1/25/1985	1,351,650 7/30/1985	Renewed
	European Union	000217927 1/04/1996	000217927 2/02/1999	Registered
STEREOGUM	United States	76/677,937 6/07/2007	3,376,848 2/05/2008	Renewed
VIBE	Canada	0800992 1/03/1996	TMA526485 4/10/2000	Renewed
VIBE	Canada	1357303 6/26/2007	n/a	Allowed
VIBE	Canada	1163727 1/03/2003	TMA793016 3/16/2011	Registered
VIBE	European Union	000086009 4/01/1996	000086009 1/25/1999	Registered
VIBE	European Union	003754769 4/08/2004	003754769 11/16/2006	Registered
VIBE	United Kingdom	UK00002360961 4/08/2004	UK00002360961 8/28/2009	Registered
VIBE	United States	78/625,633 5/09/2005	3,745,439 2/02/2010	Renewed
VIBE	United States	75/486,958	2,303,664	Renewed

Mark	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date	Status
		5/18/1998	12/28/1999	
VIBE	Canada	1284250 12/22/2005	TMA949283 9/14/2016	Registered
VIBE	United States	75/267,799 4/01/1997	2,144,655 3/17/1998	Renewed
VIBE VIXEN	United States	85/873,740 3/12/2013	n/a	Published
VIXEN	United States	85/874,643 3/13/2013	n/a	Published
VSESSIONS	United States	77/659,401 1/29/2009	3,663,561 8/04/2009	Renewed

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