

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM411633

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.		12/23/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CPX Interactive LLC		
Street Address:	1441 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3528811	FRISKY	
Registration Number:	3528812	FRISKY	
Registration Number:	3744600	THE SUPERFICIAL	
Registration Number:	3744601	THE SUPERFICIAL	
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>			
Email:	alan.wang@dechert.com		
Correspondent Name:	Alan Wang/Dechert LLP		
Address Line 1:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Alan Wang		
SIGNATURE:	/Alan Wang/		
DATE SIGNED:	01/09/2017		
Total Attachments: 5			
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RECORDABLE TRADEMARK ASSIGNMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this “Assignment”) is made as of December 23, 2016 (the “Effective Date”) by and between SpinMedia Group, Inc., a Delaware corporation (“Assignor”) and CPX Interactive LLC, a New York limited liability company (“Assignee”). Each of Assignor and Assignee are referred to as a “Party” and together as the “Parties”.

WHEREAS, Assignor and Assignee have entered a certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Trademark Rights (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Purchase Agreement, and for certain monetary consideration and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor’s worldwide rights, title, and interest in and to the trademark registration listed on Annex A hereto, together with all registrations and applications for the foregoing, all common law rights in the foregoing, all renewals of the foregoing, all rights to create new trademarks that incorporate the foregoing, all the goodwill of the business connected with the use of and symbolized by the foregoing; all rights to request, apply for, file and register the foregoing; all rights of action arising from the foregoing, including without limitation all claims for damages by reason of infringement of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation; and all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made (collectively, the “Assigned Trademark Rights”).

2. Assignor hereby authorizes and requests the competent authorities including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

3. Assignor shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation executing such other documents as may be required

to give full effect to and to perfect the rights of Assignee under this Assignment in and to the Assigned Trademark Rights.

4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Signature page follows]

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

ASSIGNOR:

SPINMEDIA GROUP, INC.

DocuSigned by:
John Watkins
By: _____
Name: John Watkins
Title: Vice President

ASSIGNEE:

CPX INTERACTIVE LLC

By: _____
Name:
Title:

The Parties, by their authorized representatives, have executed this Recordable Trademark Assignment effective as of the Effective Date:

ASSIGNOR:

SPINMEDIA GROUP, INC.

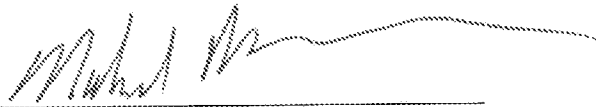
By: _____

Name:

Title:

ASSIGNEE:

CPX INTERACTIVE LLC

By:  _____

Name: Michael Pluchinski

Title: CEO

ANNEX A

ASSIGNED TRADEMARK

Mark	Owner	Jurisdiction	Serial No. Filing Date	Reg. No. Reg. Date	Status
CELEBUZZ	Seller ¹	European Union	008508947 8/25/2009	008508947 1/31/2010	Registered
FRISKY	Seller	United States	77/327,070 11/12/2007	3,528,811 11/4/2008	Renewed
FRISKY	Seller	United States	77/327,097 11/12/2007	3,528,812 11/4/2008	Renewed
THE SUPERFICIAL	Seller	United States	77/771,448 6/30/2009	3,744,600 2/02/2010	Renewed
	Seller	United States	77/771,453 6/30/2009	3,744,601 2/02/2010	Renewed

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¹ This trademark registration is currently in the name of SpinMedia. Seller is in the process of engaging foreign counsel to update the chain of title for this trademark registration to reflect that SpinMedia Group, Inc. is the current owner.