

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415233

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bargain Basement Printing, LLC		04/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AMC Acquisition LLC		
Street Address:	8000 Haskell Avenue		
City:	Van Nuys		
State/Country:	CALIFORNIA		
Postal Code:	91406		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4047108	BARGAIN BASEMENT PRINTING	
Registration Number:	4085483		
CORRESPONDENCE DATA			
Fax Number:	4242391882		
<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:	4242391890		
Email:	ipdocketing@lkpgl.com		
Correspondent Name:	Andrew B. Chen		
Address Line 1:	1901 Avenue of the Stars		
Address Line 2:	Suit 480		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Andrew B. Chen		
SIGNATURE:	/Andrew B. Chen/		
DATE SIGNED:	02/07/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment Agreement”) is made and entered into as of April 22, 2016, by and between Advanced Media Corporation., a Massachusetts corporation (“AMC”), Bargain Basement Printing, LLC, a Delaware limited liability company (“Bargain Basement”, and together with AMC, the “Assignors”), and AMC Acquisition LLC, a Delaware limited liability company (“Assignee”). The Assignors and Assignee are collectively referred to herein as the “Parties” and individually as a “Party.”

WHEREAS, the Assignors, Assignee and the other parties specified therein have entered into that certain Asset Purchase Agreement dated as of the date hereof (the “Purchase Agreement”), pursuant to which the Assignors have each agreed to sell and assign to Assignee and Assignee has agreed to purchase and assume from each Assignor all of such Assignor’s right, title and interests in and to the Purchased Assets;

WHEREAS, pursuant to the Purchase Agreement, Assignee has acquired all right, title and interest in and to the Owned Intellectual Property included in the Purchased Assets, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks which are included in the Owned Intellectual Property, and the Parties wish to record such acquisition in the U.S. Patent and Trademark Office; and

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Assignors and Assignee have each agreed to deliver this Assignment Agreement to the other Parties.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors and Assignee, intending to be legally bound, each hereby agree as follows:

ASSIGNMENT

Section 1. Definitions. Capitalized terms used but not defined in this Assignment Agreement shall have the meanings given to such terms in the Purchase Agreement.

Section 2. Assignment. Each Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, and its successors and assigns, effective as of the Closing, irrevocably and exclusively throughout the world, all of such Assignor’s right, title and interest (whether or not now existing) in and to (i) all of the Owned Intellectual Property included in the Purchased Assets, including, without limitation, the registered Intellectual Property set forth on Exhibit A, together with any and all goodwill in connection therewith, (ii) all renewals and extensions of any such application, registration and filing; ; (iii) all income, royalties, damages, claims and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (iv) all rights to sue for past, present and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing, and all causes of action,

enforcement rights and remedies, including all rights to pursue damages, injunctive relief and other remedies for past, current and future infringement; (v) all rights corresponding to any of the foregoing throughout the world; and (vi) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

Section 3. Cooperation. Each Assignor agrees to execute all documents of transfer and assignment, including documents to be filed with the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office or the corresponding entities or agencies in any applicable foreign countries or multinational authorities, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably required to perfect in Assignee such right, title and other interest in and to the Owned Intellectual Property expressly granted to Assignee under this Assignment Agreement.

Section 4. Specific Performance. The Parties hereto agree that irreparable damage may occur to Assignee in the event any provision of this Assignment Agreement is not performed by the Assignors in accordance with the terms hereof and that Assignee shall be entitled to specific performance of the terms hereof in addition to any other remedy at law, without the requirement to post any bond.

Section 5. Terms of the Purchase Agreement. Each of the Assignors and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

Section 6. Succession and Assignment. This Assignment Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and permitted assigns. No other persons shall have any rights under this Assignment Agreement.

Section 7. Governing Law. All matters relating to or arising out of the interpretation, construction, validity and enforcement of this Assignment Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Delaware.

Section 8. Headings; Construction. The descriptive headings contained in this Assignment Agreement are solely for the purpose of reference, are not part of the agreement of the Parties hereto and shall not in any way affect the meaning or interpretation of this Assignment Agreement. The Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment Agreement.

Section 9. Counterparts and Signature. This Assignment Agreement may be executed in multiple counterparts (including by means of the electronic transmission of signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts

taken together shall constitute one and the same instrument, and which shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by facsimile or otherwise) to the other Parties.

Section 10. Entire Agreement; Waiver and Modification; Severability. This Assignment Agreement may not be waived, modified or amended unless mutually agreed upon in writing by all of the Parties. In the event any provision of this Assignment Agreement is found to be legally unenforceable, such unenforceability shall not prevent enforcement of any other provision of this Assignment Agreement. This Assignment Agreement and the Exhibits attached hereto constitute the Parties' final, exclusive and complete understanding and agreement with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings and agreements relating to its subject matter.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first written above.

ASSIGNORS:

ADVANCED MEDIA CORPORATION

By: 
Name: _____ Jamie Aylwin
Title: CEO

BARGAIN BASEMENT PRINTING, LLC

By: 
Name: _____ Jamie Aylwin
Title: Manager

ASSIGNEE:

AMC ACQUISITION LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first written above.

ASSIGNORS:

ADVANCED MEDIA CORPORATION

By: _____
Name:
Title:

BARGAIN BASEMENT PRINTING, LLC

By: _____
Name:
Title:

ASSIGNEE:

AMC ACQUISITION LLC

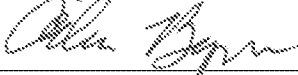

By:  _____
Name: Adam Berger
Title: Chief Executive Officer


Exhibit A

U.S. TRADEMARKS

Owner: Advanced Media Corporation

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
AUTOFLIGHT	42	76701487 04-FEB-2010	3871794 09-NOV-2010	Registered.
	40	87005544 19-APR-2016	N/A	Section 1(a) application based on use in commerce

Owner: Bargain Basement Printing, LLC

Mark	Class(es)	Application No. Filing Date	Registration No. Registration Date	Comments
	40	76705216 04-NOV-2010	4085483 17-JAN-2012	Registered.
BARGAIN BASEMENT PRINTING	40	76705042 25-OCT-2010	4047108 25-OCT-2011	Registered; Supplemental Register.

U.S. COPYRIGHTS

Owner: Advanced Media Corporation

Title	Registration No. Registration Date	Comments
48hourprint.com.	TX0006010269 2004-09-02	None.
48HourPrint.com.	TX0006845009 2008-03-18	Copyright Claimant: Advanced Media Corporation (formerly Advanced Media Publications, Inc.) d/b/a 48HourPrint.com
48HourPrint.com.	TX0006854470 2008-07-25	Copyright Claimant: Advanced Media Corporation (formerly Advanced Media Publications, Inc.) d/b/a 48HourPrint.com
48HourPrint.com.	TX0007168008 2010-01-11	None.

U.S. PATENTS

None.

TRADEMARK

REEL: 005983 FRAME: 0092

RECORDED: 02/07/2017