

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM417432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTHSIDE MEDIA HOLDINGS, LLC		09/09/2016	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	NORTHSIDE MEDIA, INC.		
Street Address:	1 METROTECH CENTER, SUITE 1803		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11201		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87051080	TASTE EVENTS WEEKLY BY TASTE TALKS	
CORRESPONDENCE DATA			
Fax Number:	8774527618		
<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:	614-302-3193		
Email:	drichard@dmrlegalcounsel.com		
Correspondent Name:	Darren M. Richard		
Address Line 1:	2018 Bedford Rd.		
Address Line 4:	Columbus, OHIO 43212		
NAME OF SUBMITTER:	Darren M. Richard		
SIGNATURE:	/dmr/		
DATE SIGNED:	02/25/2017		
Total Attachments: 4			
source=Trademark Assignment - Northside Media Holdings, LLC - Northside Media, Inc. - 9.9.2016 - FE#page1.tif			
source=Trademark Assignment - Northside Media Holdings, LLC - Northside Media, Inc. - 9.9.2016 - FE#page2.tif			
source=Trademark Assignment - Northside Media Holdings, LLC - Northside Media, Inc. - 9.9.2016 - FE#page3.tif			
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TRADEMARK, TRADE NAME, AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark, Trade Name and Domain Name Assignment Agreement (this "**Assignment**"), dated as of September 9, 2016, is made and entered into by and among Northside Media Holdings, LLC, a New York limited liability company and a wholly-owned subsidiary of Zealot Networks, Inc., a California corporation ("**Seller**"), and Northside Media, Inc., a Delaware corporation ("**Purchaser**"), pursuant to that certain Asset Purchase Agreement, dated as of even date herewith (the "**Purchase Agreement**"), by and between Seller and Purchaser. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement. Seller and Purchaser agree as follows:

1. Trademark Assignment. Effective at the Closing, Seller hereby assigns, transfers and contributes to Purchaser, all of its right, title and interest in and to the trademarks listed on **Exhibit A** attached to this Assignment, together with any and all goodwill associated with the trademarks.

2. Trade Name Assignment. Effective at the Closing, Seller hereby irrevocably assigns, transfers and contributes to Purchaser, all of its right, title and interest in and to the trade names listed on **Exhibit A** attached to this Assignment, together with any and all goodwill associated with the trade names.

3. Domain Name Assignment. Effective at the Closing, Seller hereby assigns, transfers and contributes to Purchaser, all of its right, title and interest in and to the registrations of the domain names listed on **Exhibit A** to this Assignment, together with, any related trademarks, service marks, copyrights, trade names, and other intellectual property rights to such domain names, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof; and any and all goodwill associated with such domain names.

4. Registrar Procedures. Seller will take the steps required by the current procedures promulgated by the registrars listed in **Exhibit A**, or any other registrar/s that might be or become responsible for the transfer of the registrations of the domain names listed in **Exhibit A**, to transfer the registrations of such domain names to Purchaser, by completing the required forms and any other required actions to effect the transfer of the registrations of such domain names to Purchaser. At and after the date hereof, Seller will, without further consideration, provide such other information and execute such documents as may be necessary or appropriate to accomplish the transfer of the registrations of such domain names upon Purchaser's reasonable request.

5. Domain Web Site Content Assignment. Effective at the Closing, Seller hereby assigns, transfers and contributes to Purchaser, all of its right, title and interest in and to the Web Site Content, together with any related Intellectual Property Rights, whether such rights are registered or not, and all rights of priority therein, and the right to recover for damages and profits and all other remedies for past infringements thereof, and any and all goodwill associated with the Web Site Content. "**Web Site Content**" means the aspects of the domain located at a

Northside Web Site that may be perceived by the person accessing the Northside Web Site and/or that constitute the underlying code or programming infrastructure, so long as that underlying code or programming infrastructure was created by Seller and/or solely for use on the Northside Web Site. Web Site Content includes but is not limited to artwork, sound, graphic files, music files, user interface, logos, data, software, tools, text and other materials as well as any code used to create any element of such content. "**Northside Web Site**" means the websites located at the domain names listed on **Exhibit A**.

6. Additional Actions. At any time after the date of this Assignment, at Purchaser's request and expense, Seller will execute and deliver to Purchaser such other instruments and documents, and take such other actions as Purchaser may reasonably deem necessary or desirable to effect, evidence, record and perfect the transfer and assignment contemplated by this Assignment.

7. Successors and Assigns. This Assignment will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

8. Entire Agreement. This Assignment and the Purchase Agreement, together with the documents referenced herein and therein, and the attached exhibits and schedules hereto and thereto constitute the entire agreement, and supersede any and all prior agreements, whether written or oral, with regard to the trademarks, trade names and domain names listed on **Exhibit A**. No amendment, modification or waiver of any of the provisions of this Assignment will be valid unless set forth in a written instrument signed by the party to be bound.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be made and executed by duly authorized officers.

NORTHSIDE MEDIA, INC.

By:  

Name: David Stedman + Scott Stedman

Title: Founders

NORTHSIDE MEDIA HOLDINGS, LLC

By: Zealot Networks, Inc., its Member

By: 

Name: MICHAEL HARNOV

Title: CEO

Exhibit A

Trademarks:

Common law trademark rights related to the Northside Business

Brooklyn Magazine, United States Patent and Trademark Office ("USPTO") Serial Number: 86353907 Registration Date: January 13, 2015

Northside Festival USPTO Serial Number: 86354010 Application Filing Date: July 31, 2014

Trade Names:

Northside, Taste Talks, L Magazine, Joyce Theater, NYLA, Brooklyn Briefly, The Tastys, Taste Events, Taste Talks Food and Drink Awards, Summer Screen, and all other Trade Names used in the operation of the Northside Business.

Domain Names:

100PROOFBK.COM

11/18/2016

Active

Edit

Edit

Add

Add

50-KENT.COM

3/9/2018

Active

50KENT.COM

3/6/2018

Active

50KENT.ORG

3/9/2018

Active

A-BARTENDERS-TALE.COM

1/23/2018

Active

AFTERMADE.COM

1/22/2017

Active

ALLTONIGHTSPARTIES.COM

3/21/2018

Active

132572666.2