

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420310

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kaveh Harounian		03/20/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Vice Media LLC		
Street Address:	49 South 2nd Street		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11249		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3053079	VICE	
Registration Number:	3258791	VICE	
Registration Number:	5055584	BABY VICE	
CORRESPONDENCE DATA			
Fax Number:	6173382800		
<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:	617-338-2934		
Email:	trademark@sandw.com,kherman@sandw.com		
Correspondent Name:	Kimberly Herman, Sullivan&Worcester LLP		
Address Line 1:	One Post Office Square		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Kimberly Herman		
SIGNATURE:	/Kimberly Herman/		
DATE SIGNED:	03/20/2017		
Total Attachments: 3			
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EXHIBIT C

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is entered into and made effective as of March 20, 2017 (the "Effective Date") by and between Kaveh Harounian, an individual residing at and/or with a place of business at 1322 South Los Angeles Street, Los Angeles, CA 90015 ("Assignor") and Vice Media LLC, a company organized and registered in Delaware, with its registered office at 2711 Centerville Road, Suite 400, Wilmington, DE and principal place of business at 49 South 2nd St., Brooklyn, NY 11249 ("Vice") (each, a "Party" and together, the "Parties").

WHEREAS, Assignor is the owner of those certain trademarks and corresponding U.S. Trademark Registrations identified on Annex A attached hereto and made a part hereof (the "Assigned Marks"); and

WHEREAS, Vice 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:

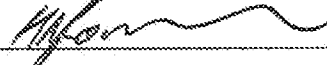
1. Assignment. Assignor does hereby assign, convey, transfer and deliver to Vice all right, title and interest in and to the Assigned Marks, together with the goodwill of the business symbolized by and associated with the Assigned Marks, the right to secure all renewals and extensions thereof, and the 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, Vice 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 Vice, 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:

KAVEH HAROUNIAN


By: 

Name: KAVEH HAROUNIAN

Title: _____

VICE:

VICE MEDIA LLC

By: 

Name: JAMES H. SCHRAB

Title: Co-President

[Signature Page to Assignment of Trademarks]

Annex A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
VICE	3053079	January 31, 2006
VICE	3258791	July 3, 2007
BABY VICE	5055584	October 4, 2016