

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425954

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Moguldom Media Group, LLC		04/28/2017	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	IO Acquisition Sub, LLC		
Street Address:	4 New York Plaza		
Internal Address:	Suite 501		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3932565	MADAME NOIRE	
Registration Number:	4536201	MADAME NOIRE	
Registration Number:	3512210	BOSSIP	
Registration Number:	3983294	HIPHOPWIRED	
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>			
Phone:	3014294618		
Email:	bcollier@radio-one.com		
Correspondent Name:	Benita P. Collier		
Address Line 1:	1010 Wayne Avenue		
Address Line 2:	14th Floor		
Address Line 4:	Silver Spring, MARYLAND 20910		
NAME OF SUBMITTER:	Benita P. Collier		
SIGNATURE:	/Benita P. Collier/		
DATE SIGNED:	05/02/2017		
Total Attachments: 7			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of April 28, 2017, is made by Moguldom Media Group, LLC ("Seller"), a New York limited liability company, located at 260 Madison Avenue, 8th Floor, New York, New York 10016, in favor of IO Acquisition Sub, LLC ("Buyer"), a Delaware limited liability corporation, located at 4 New York Plaza New York, New York 10004, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Seller and Buyer, dated as of April 18, 2017 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, any and all of Seller's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
- (b) any and all common law rights to the Assigned Trademarks;
- (c) the domain names and websites (collectively, "Domain Names") set forth in Schedule 2;
- (d) any and all other domain names and websites using the Assigned Marks;
- (e) any and all use of the Assigned Trademarks on any websites, or online, web-based, mobile, tablet other applications, including but not limited to, Twitter, Facebook, Instagram, or any other sites, and including but not limited to the existing screen names, handles and pages (collectively, "Social Media Assets") set forth on Schedule 2;
- (f) any and all other uses of the Assigned Trademarks not specifically mentioned herein (collectively, "Trademark Assets");
- (g) any and all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (h) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (i) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps

and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, perfect the assignment or transfer the Assigned Trademarks, Domain Names, Social Media Assets and Trademark Assets to Buyer, or any assignee or successor thereto.

3. Cease and Desist. Seller will permanently cease and desist using the Assigned Trademarks, Domain Names, Social Media Assets and Trademark Assets. Seller will not use the Assigned Trademarks or any similar words or combination of words for any purpose, including use in Social Media Assets such as by way of screen name, group name, profile title and/or photo album or other titles under which content of any kind may be assembled. Seller shall immediately following the date of execution of this Trademark Assignment cease all such uses and transfer and/or provide all user and administrative logins and/or account registrations and associated passwords to Buyer. Seller will also refrain from any future use of any tradenames, trademarks, service marks, domain names, or social media handles or screen names, which would be confusingly similar to the Assigned Trademarks.

Seller shall not challenge, in any manner, or in any form, Buyer's use or registration of any name or mark that consists of or contains the Assigned Trademarks or any similar word or combination of words.

4. Representations and Warranties. Seller hereby represent and warrant to Buyer as follows, as of the date hereof:

- (a) it has the full right, power and authority to enter into this Trademark Assignment and to grant the rights herein and to perform and fulfill all of the obligations to be rendered and satisfied by it hereunder, and there are no claims, facts or circumstances existing or pending which would prevent its full performance of its obligations hereunder;
- (b) it owns or controls all rights in and to the Assigned Trademarks, including goodwill thereto, free and clear of any lien, security interest, claim or other encumbrance therein;
- (c) Seller is in full compliance with all legal requirements applicable to Assigned Trademarks and Seller's ownership and use thereof;
- (d) Assigned Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of Assigned Trademarks;
- (e) it has no claims, allegations, demands, actions, suits or proceedings that are pending or threatened with respect to the Assigned Trademarks that would adversely affect any of the rights conveyed to Buyer herein;
- (f) to Seller's knowledge, no person or other entity has infringed, violated or misappropriated or is infringing, violating or misappropriating any of the Assigned Trademarks;
- (g) Seller has not licensed, sold, conveyed or assigned any of the Assigned Trademarks or Trademark Assets and will not take any action in derogation of the Assigned Trademark or Buyer's rights under this Trademark Assignment;
- (h) all required filings and fees related to the trademark registrations listed in Schedule 1 hereto have been timely filed with and paid to the United States Patent & Trademark Office, and all such trademark registrations are otherwise in good standing; and
- (i) the execution and delivery of this Trademark Assignment by Seller and the performance by Seller of its obligations hereunder will not (a) result in a violation of any of Seller's charter documents, each as amended to date, (b) result in a violation of any law, judgment or order applicable to Seller, (c) conflict with, result in a breach of, or constitute a default or give rise to any right of termination, acceleration or

cancellation, under any material contract to which Seller is a party, or (d) result in the creation or imposition of any lien upon the Assigned Trademarks and/or Trademark Assets.

5. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks, Social Media Assets, Domain Names and Trademark Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement are incorporated herein by this reference and shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

6. Indemnity. Seller shall defend, indemnify and hold harmless Buyer, its affiliates and their affiliates and respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including attorneys' fees and disbursements arising from or relating to any breach by Seller of its representations, warranties and other obligations hereunder.

7. Joint Venture. Nothing in this Trademark Assignment is intended to, or should be construed to create a partnership, agency, joint venture or employment relationship between the parties.

8. Entire Agreement. This Trademark Assignment, and all related schedules, constitute the sole and entire agreement between the parties with respect to the subject matter contained hereof, and supersedes any and all prior and contemporaneous understandings and agreements, or representations by or among the parties, both written and oral, with respect to such subject matter. This Trademark Assignment may not be modified except by means of a writing signed by both Parties.

9. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

10. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

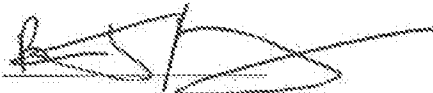
11. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

12. Severability. If any provision of this Trademark Assignment is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, (ii) the legality, validity and enforceability of the remaining provisions of this Trademark Assignment shall not be affected or impaired thereby.

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IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

MOGULDOM MEDIA GROUP, LLC

By: 

Name: Ben Jamarlin Martin


Title: CEO

Address for Notices:

Spizzirri Law Offices Company Limited
Promenade II
1230 Peachtree Street NE
Suite 1900
Atlanta, Georgia 30309
Attention: Paul Michael Spizzirri, Esq.

AGREED TO AND ACCEPTED:

IO ACQUISITION SUB, LLC

By: 

Name: Peter D. Thompson

Title: Vice President

Address for Notices:

Laura O'Daly
4 New York Plaza
Suite 501
New York, New York 10004

SCHEDULE 1
ASSIGNED TRADEMARKS

MADAME NOIRE	Entertainment services, namely, providing on-line reviews of African American celebrity gossip and entertainment news; Entertainment services, namely, providing a website featuring information on African American women pertaining to current event news; Providing a website featuring information on African American women, namely, lifestyles and personal relationship	Registered (3932565) -- March 15, 2011
MADAME NOIRE	Providing a website featuring non-downloadable electronic publications in the nature of magazines, a series of articles, and blogs on African American women in the fields of hair, beauty, business, personal finance, entertainment, celebrity gossip, fashion, health, living, personal relationships, parenting, and current events; entertainment services, namely, providing a website featuring non-downloadable videos on African American women in the fields of hair, beauty, business, personal finance, entertainment, celebrity gossip, fashion, health, living, personal relationships, parenting, and current events.	Registered (4536201) -- May 27, 2014
BOSSIP	Entertainment services, namely, providing a web site featuring musical performances, musical videos, related film clips, photographs, and other multimedia materials; entertainment services, namely, providing on-line reviews of African-American celebrity gossip and entertainment.	Registered (3512210) -- October 7, 2008
HIPHOPWIRED	Entertainment services, namely,	Registered (3983294) --

	providing a website featuring non-downloadable audio, video, and other multimedia content featuring music, entertainment, current events, and news	June 28, 2011
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SCHEDULE 2

ASSIGNED DOMAIN NAMES, WEBSITES AND SOCIAL MEDIA ASSETS

1. The domain name and website for the following:

Moguldom Media Domain Names	Active/Inactive
MADAMENOIRE.COM	Active
MADAMENOIR.COM	Active
MADAMNOIR.COM	Inactive
MADAMNOIRE.COM	Inactive
MADAMENOIRETV.COM	Active
MADAMENOIREBUSINESS.COM	Active
BOSSIP.COM	Active
BOSSIPTV.NET	Active
BOSSIPVIDEO.COM	Active
BOSSIPVIDEO.NET	Inactive
BOSSIPTV.COM	Active
BOSSIP.TV	Inactive
BOSSIPNIGERIA.COM	Inactive
HIPHOPWIRED.COM	Active
HIP-HOPWIRED.COM	Inactive
HIPHOPWIREDTV.COM	Inactive
WIREDHIPHOP.COM	Inactive

2. Any and all other domain names and websites using the Assigned Trademarks.
3. Any and all use of the Assigned Trademarks on any websites, or online, web-based, mobile, tablet or other applications, including but not limited to the following Social Media Assets: Twitter, Facebook, Instagram, or any other sites including but not limited to the existing pages at:
- (a) <https://www.facebook.com/Madame-Noire-128838640463442>
 - (b) <https://www.facebook.com/MadameNoire>
 - (c) <https://www.facebook.com/Bossip/>
 - (d) <https://www.facebook.com/hiphopwired/>
 - (e) <https://www.instagram.com/madamenoiredotcom>
 - (f) <https://www.instagram.com/BossipOfficial/>
 - (g) https://www.instagram.com/Bossip_TV/
 - (h) <https://www.instagram.com/Bossipworldwide>
 - (i) <https://www.instagram.com/HipHopWired/>

- (j) <https://www.twitter.com/MadameNoire/>
- (k) <https://www.twitter.com/MadameNoireBiz/>
- (l) <https://www.twitter.com/Bossip/>
- (m) https://www.twitter.com/Bossip_TV/
- (n) <https://www.twitter.com/BossipDBS/>
- (o) <https://www.twitter.com/HipHopWired/>

4. Any other domain name or website using the Assigned Trademarks not specifically mentioned here.