

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM429009

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SANDOW MEDIA, LLC		05/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SANDOW MATERIAL GROUP HOLDINGS, LLC		
Street Address:	1271 Avenue of the Americas, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87081328	MATERIAL BANK	
Serial Number:	87285709	SAMPLE LOOP	
CORRESPONDENCE DATA			
Fax Number:	5619622101		
<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:	561-962-2100		
Email:	lpatino@duanemorris.com		
Correspondent Name:	DUANE MORRIS LLP		
Address Line 1:	5100 TOWN CENTER CIRCLE, SUITE 650		
Address Line 4:	BOCA RATON, FLORIDA 33486		
NAME OF SUBMITTER:	GREGORY M. LEFKOWITZ		
SIGNATURE:	/Gregory M. Lefkowitz/		
DATE SIGNED:	05/26/2017		
Total Attachments: 3			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this “**Assignment**”) is made and entered into as of May 26, 2017, by and between Sandow Media, LLC, a Delaware limited liability company (“**Assignor**”), and Sandow Material Group Holdings, LLC a Delaware limited liability company (formerly known as Sandow Group, LLC), having an address at 1271 Avenue of the Americas, 17th Floor, New York, NY 10020 (“**Assignee**”).

WHEREAS, Assignor owns all right, title and interest in and to the intellectual property set forth on Schedule A (attached hereto and made a part hereof), including the goodwill associated therewith (collectively, the “**Assigned IP**”);

WHEREAS, Assignee is desirous of obtaining from Assignor, and Assignor wishes to transfer and assign to Assignee, all right, title and interest in and to the Assigned IP, including without limitation the applications and registrations thereof;

NOW, THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration the receipt and adequacy of which is hereby freely acknowledged, and intending to be legally bound, the parties agree as follows:

1. Assignor hereby assigns, conveys and transfers to Assignee all of its right, title and interest in and to:

(a) the Assigned IP;

(b) the goodwill of Assignor’s business (whether direct, done under license or otherwise) to the extent connected with, and symbolized by, the Assigned IP; and

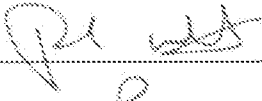
(c) all rights, claims and privileges related to any of the Assigned IP worldwide, including, without limitation, (i) the right to prosecute applications for registration thereof and maintain registrations and patents for the Assigned IP and (ii) the right to sue and recover for, and the right to the profits or damages due or accrued arising out of or in connection with any and all past, present or future infringements or passing off or dilution of or damage, degradation or injury to the Assigned IP.

2. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor’s right, title and interest in and to the Assigned IP.

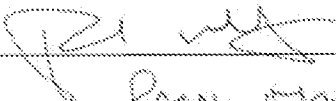
3. Assignor shall, at Assignee’s reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect and perfect the assignment contemplated hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly authorized and executed as of the date hereof.

SANDOW MEDIA, LLC

By: 
Name: Paul Morrison
Title: CEO

SANDOW MATERIAL GROUP HOLDINGS, LLC

By: 
Name: Paul Morrison
Title: CEO

SIGNATURE PAGE TO SANDOW MEDIA, LLC/ SANDOW MATERIAL GROUP HOLDINGS, LLC
TRADEMARK ASSIGNMENT

SCHEDULE A

Owner/Applicant: SANDOW MEDIA, LLC

U.S. PATENT(S)				
NO.	PATENT APPLICANT	NUMBER	DATE	ISSUE TITLE
1	Sandow Media, LLC	Application 62/454,535	Filed 2/03/2017	Innovation Board

U.S. TRADEMARKS				
No.	STATUS	REG. OR APPLN NUMBER.	REG. OR FILING DATE	TRADEMARK
2	Application	87/081328	6/23/2016	MATERIAL BANK
3	Application	87/285709	12/30/2016	SAMPLE LOOP

FOREIGN TRADEMARKS					
No.	COUNTRY	STATUS	REG. OR APPLN NUMBER.	REG. OR FILING DATE	TRADEMARK
4	Canada	Application	1789491	6/30/2016	MATERIAL BANK
5	European Union	Registered	11242377	3/6/2013	MATERIALBANK
6	Mexico	Registered	1712006	1/16/2017	MATERIAL BANK
7	Mexico	Registered	1697048	11/18/2016	MATERIAL BANK
8	Mexico	Application	1782274	8/10/2016	MATERIAL BANK