

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM430275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yamanair, LLC		05/31/2017	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Compass Media Networks, LLC		
Street Address:	150 Purchase Street, Suite 11		
City:	Rye		
State/Country:	NEW YORK		
Postal Code:	10580		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3951907	CASH BY CREATIVE	
CORRESPONDENCE DATA			
Fax Number:	9175229928		
<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:	212 735-8761		
Email:	msegui@morrisoncohen.com		
Correspondent Name:	Shruti Chopra		
Address Line 1:	909 Third Avenue		
Address Line 2:	c/o Morrison Cohen LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	025557-0006(SChopra)		
NAME OF SUBMITTER:	Shruti Chopra		
SIGNATURE:	/Shruti Chopra/		
DATE SIGNED:	06/07/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of May 31, 2017 (this "Assignment"), is made and entered into by and among Yamanair, LLC (the "Assignor"), and Compass Media Networks, LLC (the "Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties" and individually as a "Party." Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined herein).

WHEREAS, the Parties have entered into that certain Asset Purchase and Sale Agreement dated as of the date hereof (as amended, modified, restated and/or supplemented from time to time, the "Purchase Agreement") pursuant to which Assignor has agreed to sell, transfer, assign and deliver to Assignee certain assets, including certain intellectual property together with all goodwill arising from or relating thereto, to Assignee, and Assignee has agreed to acquire the same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

Trademarks Assignment. Assignor hereby irrevocably sells, transfers, assigns and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks included in the Seller Intellectual Property, whether statutory or at common law, together with all goodwill arising from or related to the Business symbolized by such Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of such Trademarks, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made. All registered Trademarks included in the Seller Intellectual Property are set forth in Exhibit A hereto.

Further Assurances. Assignor consents to the recordation of this Assignment with any governmental agency. Assignor shall promptly, upon the request and at the expense of Assignee, execute and deliver to Assignee, its successors and assigns, such other instruments of conveyance as Assignee may reasonably request to permit Assignee to record the assignment made by this instrument and for the purpose of effecting the transfer of Assignor's rights, title, and interest, if any, in and to the Trademarks included in the Seller Intellectual Property in accordance with this Assignment.

Unassignable Rights. To the extent any Trademarks cannot currently be assigned under applicable law pursuant to this Assignment, Assignor shall not sell, assign or transfer to any third party or register or use in any manner (except to take necessary steps to obtain registration) any such unassignable Trademarks or otherwise dispute or challenge Assignee's or its assignee's assignment, transfer, sale, registration or use of such unassignable Trademarks. In the event any such unassignable Trademarks subsequently become assignable, Assignor shall promptly take all necessary action to assign such Trademarks to Assignor, upon request thereof by Assignor.

Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office to record Assignee as owner of the Trademarks included in the Seller Intellectual Property, and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

Rights and Royalties. All rights and any income, royalties or payments otherwise due or payable to Assignor with respect to any Trademarks included in the Seller Intellectual Property as of the date hereof or thereafter, will be held and enjoyed by Assignee, its successors, executors and permitted assigns.

Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

Governing Law. The construction and performance of this Assignment shall be governed by the laws of the State of New York without regard to its principles of conflict of law, as set forth in Section 9.3 of the Purchase Agreement, and, as applicable, Federal law.

Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

Entire Agreement. This Assignment, the Purchase Agreement, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

Purchase Agreement Controls. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent that there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

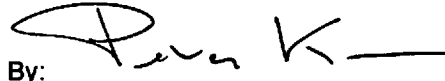
Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

[Signature page follows]

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNEE:

COMPASS MEDIA NETWORKS, LLC

By: 

Name: Peter Kosann
Title: Chief Executive Officer

ASSIGNOR:

YAMANAIR, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignee and Assignor have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNEE:

COMPASS MEDIA NETWORKS, LLC

By: _____

Name: Peter Kosann
Title: Chief Executive Officer

ASSIGNOR:

YAMANAIR, LLC

By: _____

Name: Yaman Cöşkun
Title: Chief Executive Officer

EXHIBIT A

MARKS

United States Trademark, Reg. No. 3951907, "CASH BY CREATIVE" registered as of April 26, 2011.

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