

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431283

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DARLING MAGAZINE LLC		06/14/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	DARLING MEDIA, INC.		
Street Address:	2701 N BROADWAY 3RD FL		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90031		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87011841	DARLING	
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:	6192898184		
Email:	kieran@wilkinsonmazzeo.com		
Correspondent Name:	Kieran de Terra		
Address Line 1:	705 16th St., STE 200B		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Kieran de Terra		
SIGNATURE:	/Kieran de Terra/		
DATE SIGNED:	06/14/2017		
Total Attachments: 8			
source=DM Trademark Transfer Agreement#page1.tif			
source=DM Trademark Transfer Agreement#page2.tif			
source=DM Trademark Transfer Agreement#page3.tif			
source=DM Trademark Transfer Agreement#page4.tif			
source=DM Trademark Transfer Agreement#page5.tif			
source=DM Trademark Transfer Agreement#page6.tif			

OP \$40.00 87011841

source=DM Trademark Transfer Agreement#page7.tif

source=DM Trademark Transfer Agreement#page8.tif

TRADEMARK APPLICATION ASSIGNMENT AGREEMENT

for

DARLING (SN 87011841)

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of WEDNESDAY, June 14, 2017 is made by Darling Magazine LLC (“**Seller**”), a California limited liability company, located at 2701 N. Broadway, 3B, Los Angeles, CA 90031, in favor of Darling Media, Inc. (“**Buyer**”), a Delaware corporation, located at 2701 N. Broadway, 3rd Fl., Los Angeles, CA 90031, the purchaser of the DARLING Service Mark (U.S. Serial No. 87011841) (the “**Mark**”) pursuant to the Darling Trademark Acquisition Agreement between Buyer and Seller, dated as of 06/14/17 (the “**Acquisition Agreement**”).

WHEREAS, under the terms of the Acquisition Agreement, Seller has conveyed, transferred, and assigned to Buyer the Mark, 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, all of Seller’s right, title, and interest in and to the following (the “Assigned Trademark”), together with the goodwill connected with the use of, and symbolized by, the Assigned Trademarks:
 - a. The trademark application set forth on Schedule 1 hereto, and all issuances, extensions, and renewals thereof;
 - b. 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;
 - c. 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
 - d. 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, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

- 3) **Terms of the Acquisition Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Acquisition 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. The representations, warranties, covenants, agreements, and indemnities contained in the Acquisition Agreement 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 Acquisition Agreement and the terms hereof, the terms of the Acquisition Agreement shall govern.
- 4) **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.
- 5) **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.
- 6) **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 California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

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

DARLING MAGAZINE, LLC

By: Steve Dubbeldam
Steve Dubbledam, Member &
Manager

AGREED TO AND ACCEPTED:

DARLING MEDIA, INC.

By: Steve Dubbeldam
Steve Dubbledam, President

SCHEDULE 1

ASSIGNED TRADEMARK APPLICATION RECEIPT

Trademark Electronic Application System (TEAS) filing receipt

1. **YOUR MARK:** Darling (Standard Characters, mark.jpg)
The literal element of the mark consists of Darling.
The mark consists of standard characters, without claim to any particular font, style, size, or color.
2. **YOUR SERIAL NUMBER:** We have received your U.S. Trademark Application and assigned serial number '87011841' to your submission. A summary of your application data is provided at the bottom of this message and serves as your official filing receipt. Please keep a copy of this information for your records. All correspondence concerning the application should reference your assigned serial number.

Please read all of the important information below. Not every mark is registrable with the USPTO and we do not refund the application filing fee(s) if a registration does not ultimately issue.

3. **RECEIVING E-MAIL COMMUNICATIONS/FILING DOCUMENTS ON-LINE:** Because you have authorized receipt of correspondence by e-mail, please make sure that your server will accept USPTO e-mail and not treat it as SPAM. If you must submit correspondence to us, please use the Trademark Electronic Application System (TEAS) forms, available at <http://www.uspto.gov/trademarks/teas/index.jsp>. Applicants who filed their application online using the lower-fee TEAS RF application form must (1) continue to submit certain documents online using TEAS, including responses to Office actions (see http://www.uspto.gov/trademarks/teas/required_tea_filings.jsp for a complete list of these documents); (2) accept correspondence from the USPTO via e-mail throughout the examination process; and (3) maintain a valid e-mail address. TEAS RF applicants who do not meet these three requirements must submit an additional processing fee of \$50 per international class of goods/services. However, in certain situations, authorizing an examiner's amendment by telephone will not incur this additional fee.
4. **KEEP YOUR ADDRESS CURRENT IN USPTO RECORDS:** We do not extend filing deadlines due to a failure to receive USPTO mailings/e-mailings. You must update the correspondence and/or owner's address if a postal address and/or e-mail address changes, using the form(s) available at <http://www.uspto.gov/trademarks/teas/correspondence.jsp>.
5. **WARNING ABOUT UNSOLICITED COMMUNICATIONS:** You may receive trademark-related communications from private companies not associated with the USPTO. These communications frequently display customer-specific information, including your USPTO serial number or registration number and owner name, and request fees for trademark-related services, such as monitoring, listings in international publications, and document filing. None of the companies offering these services are affiliated with the USPTO or any other federal agency. All official correspondence will be from the "United States Patent and Trademark Office" in Alexandria, VA, and if by e-mail, specifically from the domain "@uspto.gov." Please consult the

"Warning" page on the Trademarks section of the USPTO's website for further information about unsolicited communications and to view representative examples of them. For general information on filing and maintenance requirements for trademark applications and registrations, including fees required by law, please consult www.uspto.gov, contact the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199.

6. **LEGAL EXAMINATION PROCESS:** Your application is now pending examination. In approximately 3 months, your application will be assigned to a USPTO examining attorney for review. The application cannot mature into a registration unless all legal requirements are met, and many applications never satisfy these requirements and therefore never register. The overall process can take up to 18 months.
7. **CHECK STATUS AND REVIEW DOCUMENTS OR YOUR APPLICATION MAY BE UNINTENTIONALLY ABANDONED:** You **must** check the status and review all documents associated with your application at least every 3-4 months using Trademark Status and Document Retrieval (TSDR), available at <http://tsdr.uspto.gov/>.

Promptly e-mail the TrademarkAssistanceCenter@uspto.gov or telephone 1-800-786-9199 (select option #1) if an Office action (letter from the USPTO) or notice has issued for your application that you did not receive or do not understand. Failure to respond timely to any Office action or notice may result in the abandonment of your application, requiring you to pay an additional fee to have your application revived even if you did not receive the Office action or notice.

8. **FILING ERRORS:** If you discover an error in the application data, you must file a Voluntary Amendment at <http://www.uspto.gov/trademarks/teas/miscellaneous.jsp>. Do **not** submit any proposed amendment to TEAS@uspto.gov, because the TEAS technical support team may not make any data changes. Please wait approximately 7 days after the filing date of your application to submit a Voluntary Amendment in order to allow for initial upload of your application data into the USPTO database. The assigned examining attorney will determine the acceptability of any Voluntary Amendment during examination. Not all errors may be corrected. For example, if you submitted the wrong mark or if the proposed correction would be considered a material alteration to your original filing, it will not be accepted. In this situation, your only recourse would be to file a new application, with a new fee and no refund of your original filing fee.
9. **REQUEST FOR REFUND AND/OR CANCELLATION:** Since your application has already been assigned a serial number, please do not contact TEAS@uspto.gov to request a refund or to cancel the filing. We will only cancel the filing and refund the filing fee if the application does not meet minimum filing requirements. The fee is a processing fee that the USPTO does not refund, even if your mark does not proceed to registration.

In the limited situation where you inadvertently filed identical applications, one immediately after the other, because no confirmation of the first filing was received, please provide both serial numbers to the technical support team at TEAS@uspto.gov.

10. **SelectUSA:** The United States represents the largest, most dynamic marketplace in the world and is an unparalleled location for business investment, innovation, and commercialization of new technologies. The U.S. offers tremendous resources and advantages for those who invest and manufacture goods here. Through SelectUSA, our nation works to promote and facilitate business investment. SelectUSA provides information assistance to the international investor

community; serves as an ombudsman for existing and potential investors; advocates on behalf of U.S. cities, states, and regions competing for global investment; and counsels U.S. economic development organizations on investment attraction best practices. To learn more about why the United States is the best country in the world to develop technology, manufacture products, deliver services, and grow your business, visit SelectUSA.gov or call +1-202-482-6800.

SUMMARY OF APPLICATION DATA FOLLOWS:

APPLICATION DATA: You have filed a **Trademark/Service Mark Application** for registration on the **Principal Register** using a **TEAS RF** application form.

The applicant, DARLING MAGAZINE, LLC, a limited liability company legally organized under the laws of Oregon, having an address of

3B
2701 N. Broadway
Los Angeles, California 90031
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

International Class 009: Electronic publications, namely, magazines featuring the art of being a woman recorded on computer media

In International Class 009, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 03/06/2007, and first used in commerce at least as early as 03/06/2007, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) APPLICANT WEBSITE SCREENSHOT DISPLAYING MARK AND SERVICES.

Specimen-1 [SPE0-7220728142-20160423163640486584_._DM_Online_Magazine_Blog.jpg]

International Class 016: Magazines featuring the art of being a woman; Magazines in the field of the art of being a woman; Printed magazines and newsletters in the field of general human interest

In International Class 016, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 03/06/2007, and first used in commerce at least as early as 03/06/2007, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) SPECIMEN 1: PRINTED EDITIONS OF APPLICANT MAGAZINE; SPECIMEN 2: APPLICANT WEBSITE ABOUT US SECTION.

Specimen-1 [SPE0-7220728142-20160423163640486584_._DM_Photo_of_Issues.jpg]

Specimen-2 [SPE0-7220728142-20160423163640486584_._DM_Website_About_Us.jpg]

International Class 041: Magazine publishing; Providing on-line magazines in the field of the art

of being a woman; Providing on-line non-downloadable general feature magazines

In International Class 041, the mark was first used by the applicant or the applicant's related company or licensee or predecessor in interest at least as early as 03/06/2007, and first used in commerce at least as early as 03/06/2007, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) SPECIMEN 1: APPLICANT WEBSITE ABOUT US PAGE; SPECIMEN 2: APPLICANT WEBSITE MAGAZINE BLOG.

Specimen-1 [SPE0-1-7220728142-20160423163640486584_._DM_Website_About_Us.jpg]

Specimen-2 [SPE0-1-7220728142-20160423163640486584_._DM_Online_Magazine_Blog.jpg]

For informational purposes only, applicant's website address is: <http://darlingmagazine.org/>

The applicant's current Attorney Information:

Samuel Mazzeo and Emily Wilkinson, Kieran de Terra of Wilkinson Mazzeo PC

200B

705 16th St.

San Diego, California 92101

United States

The applicant's current Correspondence Information:

Samuel Mazzeo

Wilkinson Mazzeo PC

200B

705 16th St.

San Diego, California 92101

6192898566(phone)

sam@wilkinsonmazzeo.com; emily@wilkinsonmazzeo.com; kieran@wilkinsonmazzeo.com

(authorized)

E-mail Authorization: I authorize the USPTO to send e-mail correspondence concerning the application to the applicant or applicant's attorney at the e-mail address provided above. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in an additional processing fee of \$50 per international class of goods/services.

A fee payment in the amount of \$825 has been submitted with the application, representing payment for 3 class(es).

Declaration

The signatory believes that: if the applicant is filing the application under 15 U.S.C. § 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant is using the mark in commerce on or in connection with the goods/services in the application; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the

applicant filed an application under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e), the applicant is entitled to use the mark in commerce; the applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /Sam Mazzeo/ Date: 04/23/2016
Signatory's Name: Samuel Mazzeo
Signatory's Position: Attorney of Record, SBN 279934

Thank you,

The TEAS support team
Sat Apr 23 16:54:43 EDT 2016
STAMP: USPTO/BAS-72.207.28.142-20160423165443130251-87011841-
550d67c172aa6deb2093cc6e2790947e9aa2de9c2bb19ac5ac7dfd62ea0c8cae-CC-6692-
20160423163640486584