

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM433686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALPHA CYGNI, INC.		07/03/2017	Corporation: WYOMING
RECEIVING PARTY DATA			
Name:	PENTHOUSE GLOBAL MEDIA, INC.		
Street Address:	8944 Mason Ave.		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91311		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86002052	OMNI	
Registration Number:	4964743	OMNI	
Registration Number:	4932689	OMNI	
CORRESPONDENCE DATA			
Fax Number:	9175917111		
<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:	9179694343		
Email:	jrb@jrblaw.com		
Correspondent Name:	JOSHUA R. BRESSLER		
Address Line 1:	3 WEST 35TH ST., 9 FL		
Address Line 2:	BRESSLER LAW PLLC		
Address Line 4:	NEW YORK, NEW YORK 10001		
ATTORNEY DOCKET NUMBER:	ACG to PGMI amt		
NAME OF SUBMITTER:	JOSHUA R. BRESSLER		
SIGNATURE:	/Joshua R Bressler/		
DATE SIGNED:	07/03/2017		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement") is made by and between:

Penthouse Global Media, Inc., a corporation organized and existing under the laws of Delaware, located at 8944 Mason Avenue, Chatsworth, CA 91311 (the "Assignee") of the one part; AND

Alpha Cygni, Inc., a corporation organized and existing under the laws of Wyoming, located at 95 Claxton Avenue, Watertown, CT 06795 (the "Assignor") of the other part.

The Assignor and the Assignee are hereinafter referred to, individually, as "Party" and collectively, as "Parties".

WHEREAS, the Assignor is the proprietor and beneficial owner of the trademark(s) and application(s) and registrations therefor, including, without limitation Federal trademark registrations and foreign/international trademarks and registrations, listed on Exhibit "A" (all collectively, the "Trademark(s)") in the countries so denoted thereto (the "Territory");

WHEREAS, the Assignee desires to acquire from the Assignor the Assignor's rights in the Trademark(s) in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademark(s) and registrations, together with the goodwill of the business symbolized by the Trademark(s), and the right to bring action for past infringement of the Trademark(s) as follows:

1. For and in consideration of the amounts paid to Assignor under the Omni Trademark Agreement, dated as of June 30, 2017, the Assignor does hereby assign to the Assignee all of the Assignor's rights, title and interests derived from and in connection with the Trademark(s) in the Territory. Assignor hereby conveys, transfers, assigns, delivers, and contributes to Assignee all of Assignor's right, title, and interest of whatever kind in and to the Trademark(s), together with (1) the goodwill related to any products or services in respect upon which the Trademark(s) are used and for which they are registered or filed (and as concerns the U.S. intent to use application, that portion of the business to which the mark pertains); (2) all damages hereafter due or payable to Assignor with respect to the Trademark(s), including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademark(s); and (3) all rights to sue for past, present and future infringements or misappropriations of the Trademarks.
2. This Agreement shall come into effect as of June 30, 2017. The Parties hereto agree that this Agreement shall be submitted to the aforesaid authority in each country in the Territory for its registrations. Assignor shall fully cooperate with Assignee at Assignee's reasonable request and expense with regard to such registration or


additional or approval that may be required in connection with the implementation of any portion of this agreement.

3. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of New York.
4. Any amendments, modifications, alterations or supplements to this Agreement shall be made in writing to be legally effective.
5. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative as of this 30th day of June 2017.

For and on behalf of the Assignor

For and on behalf of the Assignee

Signature: 
By: Robert Kalthefer
Title: President

Signature: _____
By: _____
Title: _____

(NOTARY SEAL)

additional or approval that may be required in connection with the implementation of any portion of this agreement.


3. This Agreement and all amendments, modifications, alterations or supplements hereto, shall be construed under, governed by, and the legal relations between the Parties hereto determined in accordance with the laws of New York.
4. Any amendments, modifications, alternations or supplements to this Agreement shall be made in writing to be legally effective.
5. Each Party acknowledges that it has read this Agreement, understands it and agrees to be bound hereby, and represents and warrants that the individual executing this Agreement on its behalf is duly authorized to enter into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers and representative as of this 30th day of June 2017.

For and on behalf of the Assignor

Signature: _____
By:
Title:

For and on behalf of the Assignee

Signature: 
By: Donald J. Slaughter
Title: Chief Operating Officer

(NOTARY SEAL)

EXHIBIT "A"
ASSIGNED MARKS

Mark	Serial Number	Registration Number	Filing Date	Classes	Reg date	Country
OMNI	86002052	n/a	7/3/2013	IC 009 & IC 041		USA
OMNI	86978783	4964743	7/13/2013	IC 041	5/24/2016	USA
OMNI	85644455	4932689	6/6/2012	IC 16	4/5/2016	USA
OMNI		IR 1321998	7/3/2013	IC 009 & IC 041	3/2/2016	European Union designation (WIPO)
OMNI		IR 1294614	7/3/2013	IC 16	3/2/2016	European Union designation (WIPO)