

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM448904

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LocalVox Media LLC		09/29/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vivial Media LLC		
Street Address:	160 Inverness Drive West, Suite 250		
City:	Englewood		
State/Country:	COLORADO		
Postal Code:	80112		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	4873226		
Registration Number:	4216751	APPYMAIL	
Registration Number:	4779111	BROADCAST	
Registration Number:	4145711	KEEP APPS FREE	
Registration Number:	4712200	LOCALCAST	
Registration Number:	4873225	LOCALVOX	
Registration Number:	4452702	MOBILECAST	
Registration Number:	4026898	NEARSAY	
Registration Number:	3994878	PONTIFLEX APPEADS	
Registration Number:	4379841	SEARCHCAST	
Registration Number:	4179473	SIGNUP ADS	
CORRESPONDENCE DATA			
Fax Number:	2128721002		
<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:	212-872-1071		
Email:	tthreadcraft@akingump.com, kkoehler@akingump.com		
Correspondent Name:	Tiffanye S. Threadcraft		
Address Line 1:	One Bryant Park		

CH \$290.00 4873226

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Kwan Koehler

SIGNATURE: /Kwan Koehler/

DATE SIGNED: 10/27/2017

Total Attachments: 12

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “Assignment”), dated as of September 29, 2017, is by and between Vivial Media LLC, a Colorado limited liability company (“Assignee”) and CHA Media LLC, a Delaware limited liability company, CBD Media LLC, a Delaware limited liability company, and LocalVox Media LLC, a Delaware limited liability company (each, an “Assignor” and collectively, the “Assignors”).

WHEREAS, Assignee is a party to that certain proposed financing facility (the “Financing Facility”), dated as of September 28, 2017, by and between, among others, TPG Specialty Inc., and in connection therewith, Assignee is entering into this present Assignment with Assignors to correct the recorded ownership or title to certain intellectual property that will be part of the collateral relating to the financing facility; and

WHEREAS, each Assignor is the owner of the intellectual property set forth on Schedule 1 attached hereto (“Assigned IP”) and desires to assign, transfer, assign and transfer to Assignee, the Assigned IP pursuant to this Assignment.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and expressly subject thereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee, intending to be legally bound, hereby agrees as follows:

1. Assignment. Each Assignor hereby assigns, conveys, transfers, and delivers to Assignee any and all of such Assignor’s right, title and interest in and to the Assigned IP, including: all goodwill associated with the Assigned IP, including that related to the products and services for which each item of Assigned IP is associated and for which each corresponding item of Assigned IP is registered or recorded; the look and feel of any websites associated with the Assigned IP (as applicable); all income, royalties, and damages hereafter due and payable to such Assignor with respect to the Assigned IP, including without limitation, damages for any and all past, present and future causes of action and other enforcement actions (including, without limitation, for injunctive remedies and relief) and rights to damages and profits, due or accrued, relating to any of the foregoing, including the right to sue and recover for, and the right to profits and damages, due or accrued, arising out of or in connection with, any and all past, present or future infringements, misappropriations or dilutions; all rights pursuant to 15 U.S.C. 1051 *et. seq.*, and all other applicable acts and associated amendments; any and all registrations or renewals associated with the Assigned IP; and all rights that apply in any country relating to any foreign counterpart, certification, registration or other governmental grant or issuance relating to, or seeking the benefit of, the Assigned IP throughout the world.

2. Recordation of Assignment. This Assignment may be made of record in any government and/or administrative authorities, including in the United States Patent and Trademark Office or any domain name registrar, as appropriate and desired by Assignee. Assignors hereby irrevocably authorize and request the Director of the U.S. Patent and Trademark Office and any official of any other country whose duty it is to record changes in assignment of trademarks, and to issue renewals, extensions and/or registrations for trademarks included in, related to or derived from, the Assigned IP to Assignee, its successors and assigns. Assignors hereby irrevocably consent and authorize all registrars to transfer any and all associated domain names included in the list of Assigned IP on Schedule 1 to the Assignee in accordance with the regular transfer procedures of each such registrar.

3. Further Assurances. Each Assignor, for itself, and its heirs, assigns, and legal representatives hereby further covenants to and with Assignee and its successors, assigns, and legal representatives to fully cooperate therewith in perfecting this assignment in the United States and in any

and all foreign jurisdictions as required, said cooperation extending to all Assigned IP, and including the execution of additional assignments or other formal documents as may be required in connection therewith. Each Assignor, for itself, and its heirs, assigns, and legal representatives hereby further covenants to and with Assignee and its successors, assigns, and legal representatives to take such other actions and execute such other agreements and instruments as are reasonably deemed necessary by Assignee or the registrar to document and give effect to the assignment and transfer of each domain name included in the Assigned IP to Assignee. Assignors will cooperate promptly in facilitating the transfer to the Assignee of each domain name with each such associated registrar, and will follow the rules designated by each such registrar to effect such transfer, including promptly responding to all e-mails sent to such Assignor's contact by each such registrar requesting actions necessary to the transfer including confirming the transfer of each such domain name to Assignee. Assignee will establish an account with each such registrar, or will set up or identify to Assignors another registrar of Assignee's choosing, and will initiate the transfer and follow the procedures required by each such registrar until completion of the transfer of each such domain name.

4. Representations and Warranties of Assignor. Assignors represent and warrant that (i) each Assignor has full power and authority to enter into this Agreement and will be bound by and perform its obligations under this Agreement; (ii) this Agreement, when signed and delivered by Assignors, will be duly and validly executed and delivered and will be the valid and binding obligation of Assignors, enforceable against Assignors, in accordance with its terms; (iii) neither the signing and delivery of this Agreement by Assignors, nor the performance by Assignors of its obligations under this Agreement, will violate any law, statute, rule, or regulation or order, judgment, injunction, or decree of any court, administrative agency, or governmental body applicable to Assignors.

5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Delaware, without reference to any choice of law principles.

6. No Impact on Prior Rights. Nothing in this Assignment is intended by the parties to (i) amend any rights or terms of any prior agreements to which the parties are signatories, or (ii) prejudice any other right of Assignee or Assignors.

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


8. Amendments and Waivers. No amendment, modification, waiver, replacement, termination, or cancellation of any provision of this Assignment will be valid, unless the same will be in writing and signed by Assignee and each Assignor.

9. Counterparts. This Assignment may be executed in one or more counterparts, 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. Facsimile or electronic mail transmission of counterpart signatures to this Assignment shall be acceptable and binding.

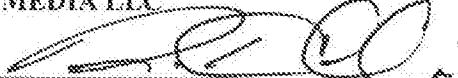
IN WITNESS WHEREOF, the parties have executed this Assignment as of this date first above written.

ASSIGNORS:

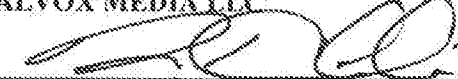
VIVIAL MEDIA LLC, as successor in interest to
CHA MEDIA LLC

By: 
Name: Richard G. HALL
Title: CEO

VIVIAL MEDIA LLC, as successor in interest to
CBD MEDIA LLC

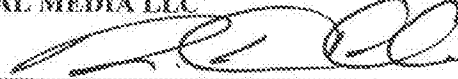
By: 
Name: Richard G. HALL
Title: CEO

VIVIAL MEDIA LLC, as successor in interest to
LOCALVOX MEDIA LLC

By: 
Name: Richard G. HALL
Title: CEO

ASSIGNEE

VIVIAL MEDIA LLC

By: 
Name: Richard G. HALL
Title: CEO

SCHEDULE 1

ASSIGNOR: CHA MEDIA LLC

US Trademarks

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Class(es)</u>
2891520	5-Oct-04	CINCINNATI BELL DIRECTORY	CHA Media LLC	76173802	1-Dec-00	IC 016. US 002 005 022 023 029 037 038 050
4672676	13-Jan-15	CINCYMEDIA	CHA Media LLC	86066406	17-Sep-13	IC 035. US 100 101 102, IC 042. US 100 101
4639560	18-Nov-14	LOCAL SEARCH. SIMPLIFIED	CHA Media LLC	86066401	17-Sep-13	IC 035. US 100 101 102, IC 042. US 100 101
1954015	6-Feb-96	PHONE BOOK RECYCLING	CHA Media LLC	74460508	19-Nov-93	IC 039. US 100 105
1646240	28-May-91	THE WORK BOOK	CHA Media LLC	74077426	11-Jul-90	IC 035. US 101 104
1665468	19-Nov-91	THE WORK BOOK	CHA Media LLC	74077472	11-Jul-90	IC 016. US 038

Domain Names

<u>Domain Name</u>	<u>Registrant</u>	<u>Registrar</u>
acs411.com	CHA Media LLC	Register.com, Inc.
acs411.net	CHA Media LLC	Register.com, Inc.
acs411.org	CHA Media LLC	Register.com, Inc.

acsmedia.net	CHA Media LLC	Register.com, Inc.
acsmedia.org	CHA Media LLC	Register.com, Inc.
acsmediallc.com	CHA Media LLC	Register.com, Inc.
acsmediallc.net	CHA Media LLC	Register.com, Inc.
acsyellowpages.com	CHA Media LLC	Register.com, Inc.
acsyellowpages.info	CHA Media LLC	Register.com, Inc.
acsyellowpages.net	CHA Media LLC	Register.com, Inc.
acsyellowpages.org	CHA Media LLC	Register.com, Inc.
acsyep.com	CHA Media LLC	Register.com, Inc.
acsyep.net	CHA Media LLC	Register.com, Inc.
acsyep.org	CHA Media LLC	Register.com, Inc.
alaska411.com	CHA Media LLC	Register.com, Inc.
alaska411.net	CHA Media LLC	Register.com, Inc.
alaskadirect.com	CHA Media LLC	Register.com, Inc.
alaskadirect.org	CHA Media LLC	Register.com, Inc.
anchoragealaskaattorneys.com	CHA Media LLC	Register.com, Inc.
anchoragealaskaattorneys.net	CHA Media LLC	Register.com, Inc.

anchoragealaskarestaurants.com	CHA Media LLC	Register.com, Inc.
anchoragealaskarestaurants.net	CHA Media LLC	Register.com, Inc.
anchorageattorneys.com	CHA Media LLC	Register.com, Inc.
anchoragedirectory.net	CHA Media LLC	Register.com, Inc.
cbd-media.com	CHA Media LLC	Register.com, Inc.
cbdmediainc.com	CHA Media LLC	Register.com, Inc.
cbdmedia-inc.com	CHA Media LLC	Register.com, Inc.
cbd-mediainc.com	CHA Media LLC	Register.com, Inc.
cbdmediallc.com	CHA Media LLC	Register.com, Inc.
cbdmedia-llc.com	CHA Media LLC	Register.com, Inc.
cbd-mediallc.com	CHA Media LLC	Register.com, Inc.
cbyp.biz	CHA Media LLC	Register.com, Inc.
cbyp.com	CHA Media LLC	Register.com, Inc.
cbyp.info	CHA Media LLC	Register.com, Inc.
cbyp.mobi	CHA Media LLC	Register.com, Inc.
cbyp.org	CHA Media LLC	Register.com, Inc.
cbyp.us	CHA Media LLC	Register.com, Inc.

cbypprint.com	CHA Media LLC	Register.com, Inc.
cbypsales.com	CHA Media LLC	Register.com, Inc.
cinbellyellowpages.com	CHA Media LLC	Register.com, Inc.
cincibellyellowpages.com	CHA Media LLC	Register.com, Inc.
cincinnatiexchange.com	CHA Media LLC	Register.com, Inc.
cincinnati-exchange.com	CHA Media LLC	Register.com, Inc.
cincinattiexchange.com	CHA Media LLC	Register.com, Inc.
cincinatti-exchange.com	CHA Media LLC	Register.com, Inc.
cincinnatielldirectory.com	CHA Media LLC	Register.com, Inc.
cincinnatielldirectory.info	CHA Media LLC	Register.com, Inc.
cincinnatielldirectory.net	CHA Media LLC	Register.com, Inc.
cincinnatielldirectory.org	CHA Media LLC	Register.com, Inc.
cincinnatielldirectory.us	CHA Media LLC	Register.com, Inc.
cincinnatiellyellowpage.com	CHA Media LLC	Register.com, Inc.
cincinnatiellyellowpage.info	CHA Media LLC	Register.com, Inc.
cincinnatiellyellowpage.net	CHA Media LLC	Register.com, Inc.
cincinnatiellyellowpage.org	CHA Media LLC	Register.com, Inc.

cincinnatiyellowpage.us	CHA Media LLC	Register.com, Inc.
cincinnatiyellowpages.biz	CHA Media LLC	Register.com, Inc.
cincinnatiyellowpages.com	CHA Media LLC	Register.com, Inc.
cincinnatiyellowpages.info	CHA Media LLC	Register.com, Inc.
cincinnatiyellowpages.net	CHA Media LLC	Register.com, Inc.
cincinnatiyellowpages.org	CHA Media LLC	Register.com, Inc.
cincinnati-cars.com	CHA Media LLC	Register.com, Inc.
cincinnatiexchange.com	CHA Media LLC	Register.com, Inc.
cincinnati-today.com	CHA Media LLC	Register.com, Inc.
cincinnatiexchange.com	CHA Media LLC	Register.com, Inc.
cincinnatiyp.com	CHA Media LLC	Register.com, Inc.
cinciphonebook.com	CHA Media LLC	Register.com, Inc.
cincyyellowpages.com	CHA Media LLC	Register.com, Inc.
cincybellyp.com	CHA Media LLC	Register.com, Inc.
cincyexchange.com	CHA Media LLC	Register.com, Inc.
cincypages.com	CHA Media LLC	Register.com, Inc.
cintiexchange.com	CHA Media LLC	Register.com, Inc.

cxtools.com	CHA Media LLC	Register.com, Inc.
fairbanksdirectory.com	CHA Media LLC	Register.com, Inc.
fairbanksdirectory.net	CHA Media LLC	Register.com, Inc.
hawaiiantelcomyellowpages.com	CHA Media LLC	Register.com, Inc.
hawaiianyp.com	CHA Media LLC	Register.com, Inc.
hawaiilocalpages.com	CHA Media LLC	Register.com, Inc.
hawaiilocalyp.com	CHA Media LLC	Register.com, Inc.
hilocal.net	CHA Media LLC	Register.com, Inc.
hilocalpages.com	CHA Media LLC	Register.com, Inc.
hilocalyellowpages.com	CHA Media LLC	Register.com, Inc.
htpages.net	CHA Media LLC	Register.com, Inc.
htyellowpages.com	CHA Media LLC	Register.com, Inc.
htyellowpages.net	CHA Media LLC	Register.com, Inc.
juneaudirectory.net	CHA Media LLC	Register.com, Inc.
kenaidirectory.com	CHA Media LLC	Register.com, Inc.
kenaidirectory.net	CHA Media LLC	Register.com, Inc.
websitesalaska.com	CHA Media LLC	Register.com, Inc.

websitesalaska.net	CHA Media LLC	Register.com, Inc.
websitesalaska.org	CHA Media LLC	Register.com, Inc.
work-book.biz	CHA Media LLC	Register.com, Inc.
work-book.com	CHA Media LLC	Register.com, Inc.
cbld.com	WHOIS PRIVACY PROTECTION SERVICE, INC. (CHA Media LLC)	Register.com, Inc.
cincinnati-autos.com	WHOIS PRIVACY PROTECTION SERVICE, INC. (CHA Media LLC)	Register.com, Inc.
cincinnati-bell-directory.biz	Whois Privacy Protection Service, Inc. (CHA Media LLC)	Register.com, Inc.
cincinnati-bell-phonebook.com	WHOIS PRIVACY PROTECTION SERVICE, INC. (CHA Media LLC)	Register.com, Inc.
cincinnati-bell-yellowpage.biz	WHOIS PRIVACY PROTECTION SERVICE, INC. (CHA Media LLC)	Register.com, Inc.
cincy-bell-yellowpages.com	WHOIS PRIVACY PROTECTION SERVICE, INC. (CHA Media LLC)	Register.com, Inc.
cincy-phonebook.com	WHOIS PRIVACY PROTECTION SERVICE, INC. (CHA Media LLC)	Register.com, Inc.

ASSIGNOR: LOCALVOX MEDIA INC.**US Trademarks**

<u>Registration Number</u>	<u>Registration Date</u>	<u>Trademark</u>	<u>Owner</u>	<u>Application Number</u>	<u>Application Date</u>	<u>Class(es)</u>
4873226	22-Dec-15	[Design only]	LocalVox Media, Inc.	86562508	12-Mar-15	IC 035. US 100 101 102
4216751	2-Oct-12	APPYMAIL	LocalVox Media, Inc.	85473843	16-Nov-11	IC 009. US 021 023 026 036 038, IC 041. US 100 101 107
4779111	21-Jul-15	BROADCAST	LocalVox Media, Inc.	85808832	21-Dec-12	IC 035. US 100 101 102
4145711	22-May-12	KEEP APPS FREE	LocalVox Media, Inc.	85395708	11-Aug-11	IC 035. US 100 101 102
4712200	31-Mar-15	LOCALCAST	LocalVox Media, Inc.	86367114	14-Aug-14	IC 035. US 100 101 102
4873225	22-Dec-15	LOCALVOX	LocalVox Media, Inc.	86562500	12-Mar-15	IC 035. US 100 101 102
4452702	17-Dec-13	MOBILECAST	LocalVox Media, Inc.	85809556	21-Dec-12	IC 035. US 100 101 102
4026898	13-Sep-11	NEARSAY	LocalVox Media, Inc.	85063032	15-Jun-10	IC 042. US 100 101
3994878	12-Jul-11	PONTIFLEX APPLEADS	LocalVox Media, Inc.	85022219	23-Apr-10	IC 035. US 100 101 102, IC 042. US 100 101
4379841	6-Aug-13	SEARCHCAST	LocalVox Media, Inc.	85809528	21-Dec-12	IC 035. US 100 101 102
4179473	24-Jul-12	SIGNUP ADS	LocalVox Media, Inc.	85513196	10-Jan-12	IC 035. US 100 101 102

ASSIGNOR: CBD MEDIA LLC

Domain Names

<u>Domain Name</u>	<u>Registrant</u>	<u>Registrar</u>
cincinnatiyellowpages.us	CBD Media LLC	Register.com, Inc.