# OP \$540.00 86932559

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM467232

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SheKnows, LLC		03/06/2018	Limited Liability Company: ARIZONA

# **RECEIVING PARTY DATA**

Name:	SK Media Group, LLC		
Street Address:	11175 Santa Monica Blvd.		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		

# **PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Serial Number:	86932559	FEMVERTISING
Serial Number:	86931610	#FEMVERTISING
Registration Number:	3512074	BLOGHER
Registration Number:	3512075	BLOGHER
Serial Number:	87253978	BLOGHER
Serial Number:	86932804	EXPERTS AMONG US
Serial Number:	78042788	GEOPARENT
Serial Number:	86038880	HELLOFLO
Serial Number:	85740725	HELLOFLO
Serial Number:	77898665	LIFE WELL SAID
Serial Number:	78732693	SHEKNOWS
Serial Number:	78388803	SHEKNOWS
Serial Number:	77202541	SHEKNOWS.COM
Serial Number:	86896111	SHEKNOWS MEDIA
Serial Number:	86895936	SHEKNOWS MEDIA
Serial Number:	77202592	SK
Serial Number:	77977440	STYLECASTER
Registration Number:	4568238	
Serial Number:	86141816	
		TRADEMARK

900444282 REEL: 006300 FRAME: 0392

Property Type	Number	Word Mark
Serial Number:	77415573	
Serial Number:	77415568	

### **CORRESPONDENCE DATA**

Fax Number:

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.

**Email:** jordan.lavine@flastergreenberg.com

Correspondent Name: Jordan A. LaVine

Address Line 1: 1835 Market Street, Suite 1050

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Jordan LaVine			
SIGNATURE:	/jordan lavine/			
DATE SIGNED:	03/27/2018			

### **Total Attachments: 4**

source=IP Assignment Agreement\_SK to SK Media Group\_6Mar2018(a) (part 1) - signed#page1.tif source=IP Assignment Agreement\_SK to SK Media Group\_6Mar2018(a) (part 1) - signed#page2.tif source=IP Assignment Agreement\_SK to SK Media Group\_6Mar2018(a) (part 1) - signed#page3.tif source=IP Assignment Agreement\_SK to SK Media Group\_6Mar2018(a) (part 1) - signed#page4.tif

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of March 6, 2018, is made by SheKnows, LLC, an Arizona limited liability company ("Assignor"), in favor of SK Media Group, LLC, a Delaware limited liability company ("Assignee", and together with Assignor, the "Parties").

WHEREAS, Assignor desires to transfer all of its assets and liabilities to Assignee, including its intellectual property (the "<u>Asset Transfer</u>"), and Assignor has agreed to execute and deliver this Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office).

### NOW THEREFORE, the Parties agree as follows:

- 1. <u>Trademark Assignment</u>. In consideration for the execution of the Asset Transfer and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "<u>Assigned Trademarks</u>"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations and trademark applications set forth on <u>Schedule I</u> hereto and all issuances, extensions and renewals thereof;
- (b) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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; and
- (c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world.
- 2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. At any time, and from time to time following the date hereof, each Party shall upon the other Party's reasonable request and at such other Party's expense, take any and all actions and execute, acknowledge and deliver to the requesting party any and all further instruments and assurances necessary or expedient in order to effect the terms and provisions of this Assignment.

- 3. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, each of which when so executed shall constitute an original copy hereof, but all of which together shall constitute one agreement. The Parties agree that the delivery of this Assignment by facsimile or e-mailed .pdf files of scanned copies bearing their respective signatures shall be sufficient and binding upon them as if such document were delivered with original signatures.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- 5. Governing Law. This 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 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

\* \* \* \* \*

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first above written.

SHEKNOWS, LLC

SK MEDIA GROUP, LLC

Name: Franklin vincent

Time: CFO

Name: Todd Greene

Title: EVP Business Affairs

SCHEDULE I
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Country	Status	Application No.	Registration No.
FEMVERTISING	U.S.	Pending	86/932559	
#FEMVERTISING	U.S.	Pending	86/931610	
BLOGHER	U.S.	Registered	77/415552	3512074
BLOGHER	U.S.	Registered	77/415561	3512075
BLOGHER & DESIGN	U.S.	Registered	87/253978	5250008
EXPERTS AMONG US	U.S.	Registered	86/932804	5159136
GEOPARENT	U.S.	Registered	78/042788	2576288
HELLO FLO & DESIGN	U.S.	Registered	86/038880	4520950
HELLOFLO	U.S.	Registered	85/740725	4338616
LIFE WELL SAID	U.S.	Registered	77/898665	4013127
SHEKNOWS	U.S.	Registered	78/732693	3331594
SHEKNOWS	U.S.	Registered	78/388803	3150459
SHEKNOWS.COM	U.S.	Registered	77/202541	3738548
SHEKNOWS MEDIA	U.S.	Registered	86/896111	5058150
SHEKNOWS MEDIA & DESIGN	U.S.	Registered	86/895936	5058146
SK & DESIGN	U.S.	Registered	77/202592	3738550
STYLECASTER	U.S.	Registered	77/977440	3681423
LADIES HEAD COLOR LOGO	U.S.	Registered	86/141824	4568238
LADIES HEAD DESIGN (B/W)	U.S.	Registered	86/141816	4583578
GEOMETRIC HUMAN LOGO	U.S.	Registered	77/415573	3512077

GEOMETRIC HUMAN LOGO	U.S.	Registered	77/415568	3512076

**RECORDED: 03/27/2018**