

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM475528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zoe Media Group, LLC		04/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BDG Media, Inc.		
Street Address:	315 Park Avenue S. 11th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4128065	THE ZOE REPORT	
CORRESPONDENCE DATA			
Fax Number:	4159441110		
<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:	4158859800		
Email:	trademark@prangerlaw.com, hpranger@prangerlaw.com, gabbas@prangerlaw.com, paralegal@prangerlaw.com		
Correspondent Name:	Holly Pranger		
Address Line 1:	88 Guy Place, Suite 405		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Holly Pranger		
SIGNATURE:	/Holly Pranger/		
DATE SIGNED:	05/25/2018		
Total Attachments: 5			
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OP \$40.00 4128065

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of April 2, 2018 (“**Effective Date**”) by and between Zoe Media Group, LLC a Delaware limited liability company (collectively, “**Assignor**”) and BDG Media, Inc., a Delaware corporation (“**Purchaser**”).

WHEREAS, Assignor and Purchaser are parties to that certain Asset Purchase Agreement, dated March 25, 2018 (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Purchaser, and Purchaser desires to acquire from Assignor, the trademarks set forth in Schedule A attached hereto (the “**Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, delivers and transfers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to sue for and receive all damages from past, present or future infringements or other unauthorized use of the Trademarks, the same to be held and enjoyed by Purchaser, its successors, assigns and other legal representatives.

2. Further Assurances. Assignor shall provide to Purchaser, Purchaser’s successors, assigns or other legal representatives, all such reasonable cooperation and assistance to effectuate the purposes of this Assignment.

3. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.

4. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the Laws of the State of New York.

5. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

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IN WITNESS WHEREOF, Assignor and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ZOE MEDIA GROUP, LLC

By: *Rachel Zoe*
Name: RACHEL ZOE
Title: CO-CEO

BDG MEDIA, INC.

By: _____
Name: Bryan Goldberg
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ZOE MEDIA GROUP, LLC

By: _____
Name:
Title:

BDG MEDIA, INC.

By: Bryan Goldberg
Name: Bryan Goldberg
Title: Chief Executive Officer

SCHEDULE A

Trademark Applications and Registrations:

<u>Mark</u>	<u>App. No. // Reg. No.</u> <u>Filing Date // Reg. Date</u>	<u>Jurisdiction</u>
THE ZOE REPORT	Serial No. 85/313886 Filing Date: 5-5-2011	USA



