

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485307

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cathryn Beeks		07/18/2018	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Listen Local Huntsville, LLC		
<b>Street Address:</b>	P.O. Box 2258		
<b>City:</b>	Huntsville		
<b>State/Country:</b>	ALABAMA		
<b>Postal Code:</b>	35804		
<b>Entity Type:</b>	Limited Liability Company: ALABAMA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4853935	LISTEN LOCAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2565339322		
<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>			
<b>Phone:</b>	2565351100		
<b>Email:</b>	wts@lanierford.com		
<b>Correspondent Name:</b>	William T. Stafford		
<b>Address Line 1:</b>	P.O. Box 2087		
<b>Address Line 4:</b>	Huntsville, ALABAMA 35804-2087		
<b>NAME OF SUBMITTER:</b>	William T. Stafford		
<b>SIGNATURE:</b>	/williamtstafford/		
<b>DATE SIGNED:</b>	08/08/2018		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of the 18<sup>th</sup> day of July, 2018, is made by CATHRYN BEEKS, an individual resident of the State of California (the "Assignor"), and LISTEN LOCAL HUNTSVILLE, LLC, an Alabama limited liability company (the "Assignee").

WHEREAS, Assignor is the sole and exclusive owner of U.S. Reg. No. 4853935 for the mark LISTEN LOCAL (the "Registered Trademark") (attached at Exhibit A); and

WHEREAS, Assignor is the owner of common law rights in the mark LISTEN LOCAL (the "Common Law Trademark"; collectively referred to herein with the Registered Trademark as the "Assigned Trademarks");

WHEREAS, Assignee is desirous of acquiring all of Assignors' right, title and interest in and to the Assigned Trademarks and any pending or future applications for registration thereof, together with the goodwill of the business symbolized by the Assigned Trademarks, past common law causes of action, and the right to recover for past infringements of the Assigned Trademarks;

WHEREAS, in order to ensure the full and effective transfer of all rights in the Assigned Trademarks, the goodwill associated with the Assigned Trademarks, and all past or future common law causes of action related to the Assigned Trademarks, the parties desire to execute this Assignment.

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 irrevocably sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, the following:

(a) Assignor's entire right, title and interest in and to the Assigned Trademarks and any pending or future applications for registration thereof, together with the goodwill of the business symbolized by the Assigned Trademarks, past common law causes of action, and the right to recover for past infringements of the Assigned Trademarks;

(b) 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;

(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. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Assignor's Representations and Warranties. Assignor hereby represents and warrants unto Assignee that Assignor is the sole owner of the Registered Trademark and is the owner of the Common Law Trademark, the Assigned Trademarks have not been otherwise encumbered or assigned, and Assignor has full power and authority to execute this Trademark Assignment. Assignor further represents and warrants unto Assignee that Assignor is not a party to any current or threatened litigation, nor is aware of any adverse claim, related to the Assigned Trademarks that will result in any costs or damages incurred by Assignee, and Assignor hereby agrees to indemnify, defend, and hold harmless Assignee from any such costs or damages resulting from a breach of this representation and warranty.

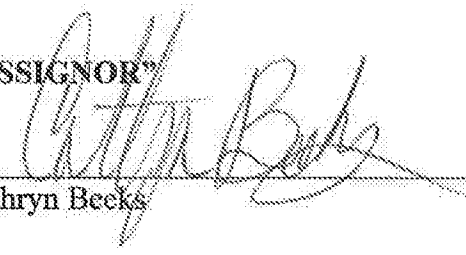
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission 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 Alabama, without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

[SIGNATURE PAGES TO FOLLOW]

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

"ASSIGNOR"  
  
Cathryn Beeks

Address for Notices:  
118 Scenic Drive  
El Cajon, California 92021

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

*Joe A. Heckard*

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Cathryn Beeks**, whose name is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_

NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ALL PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA )

COUNTY OF SAN DIEGO )

On July 18 2018 before me, KERRY JAY WITKIN, Notary Public, personally appeared

Cathryn E. Beeks

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Kerry Jay Witkin (Seal)

OPTIONAL

Description of Attached Document

Title or Type of Document: Trademark Assignment Agreement

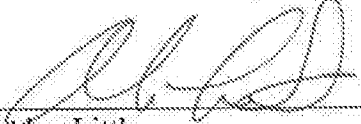
Number of Pages: 5

Document Date: July 18, 2018 Notary Contact: 858-756-3350

IN WITNESS WHEREOF, Assignee hereby acknowledges and agrees to all of the terms and conditions set forth in this Trademark Assignment as of the date first written above.

**"ASSIGNEE"**

Listen Local Huntsville, LLC

By:   
Alan Little

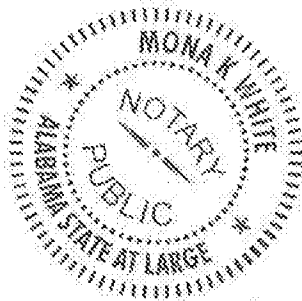
Its: Member


Address for Notices:  
P.O. Box 2258  
Huntsville, Alabama 35804

STATE OF ALABAMA     )  
  )  
COUNTY OF MADISON    )

I, the undersigned, a Notary Public in and for the above County, in said State, hereby certify that **Alan Little**, whose name as Member of **Listen Local Huntsville, LLC**, an Alabama limited liability company, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he, as such Member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand this 7 day of August, 2018.





NOTARY PUBLIC

My Commission Expires: 9-22-21

**EXHIBIT A**

To Trademark Assignment Agreement  
U.S. Reg.No. 4853935



# United States of America

United States Patent and Trademark Office

## LISTEN LOCAL

Reg. No. 4,853,935

Registered Nov. 17, 2015

Int. Cl.: 41

SERVICE MARK

PRINCIPAL REGISTER

BEEKS, CATHRYN (UNITED STATES INDIVIDUAL)  
118 SCENIC DRIVE  
EL CAJON, CA 92021

FOR ARRANGING, ORGANIZING, CONDUCTING, AND HOSTING SOCIAL ENTERTAINMENT EVENTS; ENTERTAINMENT INFORMATION; ENTERTAINMENT INFORMATION SERVICES, NAMELY, PROVIDING INFORMATION AND NEWS RELEASES ABOUT A MUSICAL ARTIST; ENTERTAINMENT SERVICES BY A MUSICAL ARTIST AND PRODUCER, NAMELY, MUSICAL COMPOSITION FOR OTHERS AND PRODUCTION OF MUSICAL SOUND RECORDINGS; ENTERTAINMENT SERVICES IN THE NATURE OF ARRANGING SOCIAL ENTERTAINMENT EVENTS; ENTERTAINMENT SERVICES IN THE NATURE OF HOSTING SOCIAL ENTERTAINMENT EVENTS; ENTERTAINMENT SERVICES IN THE NATURE OF ORGANIZING SOCIAL ENTERTAINMENT EVENTS; ENTERTAINMENT SERVICES IN THE NATURE OF PRESENTING LIVE MUSICAL PERFORMANCES; ENTERTAINMENT SERVICES IN THE NATURE OF RECORDING, PRODUCTION AND POST-PRODUCTION SERVICES IN THE FIELD OF MUSIC; ENTERTAINMENT SERVICES, NAMELY, CONDUCTING PARTIES; ENTERTAINMENT SERVICES, NAMELY, PROVIDING PODCASTS IN THE FIELD OF MUSIC; ENTERTAINMENT SERVICES, NAMELY, PROVIDING RADIO PROGRAMS IN THE FIELD OF MUSIC VIA A GLOBAL COMPUTER NETWORK; ENTERTAINMENT SERVICES, NAMELY, THE PROVISION OF CONTINUING MUSIC SHOW FEATURING LOCAL MUSIC AND PERSONALITIES DELIVERED BY RADIO AND INTERNET, PROVIDING A WEBSITE FEATURING ENTERTAINMENT INFORMATION, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).



FIRST USE 0-0-2004; IN COMMERCE 0-0-2004.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "LOCAL", APART FROM THE MARK AS SHOWN.

SER. NO. 86-414,833, FILED 10-3-2014.

LUCY ARANT, EXAMINING ATTORNEY

*Nichelle K. Lee*

Director of the United States  
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL  
TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE  
DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years\*  
What and When to File:

*First Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

*Second Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.\*  
See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods\*  
What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.\*

Grace Period Filings\*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

**\*ATTENTION MADRID PROTOCOL REGISTRANTS:** The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see <http://www.wipo.int/madrid/en/>.

**NOTE:** Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at <http://www.uspto.gov>.

**NOTE:** A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at <http://www.uspto.gov>.