

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM495936

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uproxx Media, Inc.		08/02/2018	Corporation: DELAWARE
Uproxx Media Group Inc.		08/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Warner Music Inc.		
Street Address:	1633 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4795094	DIME	
Registration Number:	3742194	HITFIX	
Registration Number:	2940106	THE GAME. THE PLAYER. THE LIFE.	
Registration Number:	3683509	UPROXX	
Registration Number:	5330150	UPROXX	
CORRESPONDENCE DATA			
Fax Number:	2127758800		
<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:	2127758700		
Email:	nytrademarks@kilpatricktownsend.com		
Correspondent Name:	Jill K. Tomlinson		
Address Line 1:	1114 Avenue of the Americas		
Address Line 2:	Kilpatrick Townsend & Stockton LLP		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jill K. Tomlinson		
SIGNATURE:	/Jill K. Tomlinson/		
DATE SIGNED:	10/30/2018		

OP \$140.00 4795094

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of the 2 day of August, 2018, by Uproxx Media, Inc., a Delaware corporation and Uproxx Media Group Inc., a Delaware corporation (collectively, "Assignors"), and Warner Music Inc., a Delaware corporation ("Assignee"), pursuant to the Asset Purchase Agreement dated and effective as of the date hereof, among Assignors, Splitting Fours Productions LLC, a Delaware limited liability company (collectively "Sellers") and Ultra Acquisition LLC, a Delaware limited liability company ("Buyer") (the "Purchase Agreement").

The Purchase Agreement provides, among other things, for the sale and transfer by Assignors to Assignee of the certain assets including the trademarks listed on the attached Exhibit A (the "Trademarks") along with any and all goodwill appurtenant thereto. This Assignment is made and delivered in accordance with the Purchase Agreement in order to evidence the transfer of interest in the Trademarks as provided in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby grants, conveys, sells, assigns and transfers to Assignee and its successors and assigns such Assignor's entire right, title and interest in and to, and the use of, the Trademarks and all renewals thereof, together with (a) the goodwill of the business symbolized by and associated therewith, or that portion of the ongoing and existing business to which such Trademarks pertain, including all common law rights and registrations, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, and (b) together with all rights to income, royalties, and license fees deriving from such Trademarks, all claims and rights of enforcement and recovery for past, present or future infringement or unauthorized use or disclosure thereof as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

Each Assignor agrees to execute and deliver to Assignee, promptly upon request, any additional documents that are reasonably necessary to record or perfect Assignee's interest in, ownership of or title to the Trademarks, to clear any encumbrances on the Trademarks, or otherwise give full effect to the purposes of this Assignment.

Each Assignor authorizes and requests any official in the country listed on the attached Exhibit A whose duty it is to register and record ownership in trademark registrations and applications for registration of trademarks, to record Assignee as the assignee and owner of any and all of Assignor's right, title and interest in and to the Trademarks.

Nothing contained in this Assignment will in any way supersede, modify, amend, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, including without limitation any of the representations, warranties, covenants and agreements set forth therein, this Assignment being intended only to effect the transfer by Assignors to Assignee of the

Trademarks. In the event of any conflict or inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.


Trademarks. In the event of any conflict or inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the day and year first above written.

**ASSIGNORS:
UPROXX MEDIA, INC.**

By: _____
Name: _____
Title: _____

UPROXX MEDIA GROUP INC.

By:  _____
Name: BEL BUNGE
Title: CEO

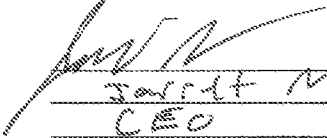
**ASSIGNEE:
WARNER MUSIC INC.**

By: _____
Name: _____
Title: _____

Trademarks. In the event of any conflict or inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the day and year first above written.

ASSIGNORS:
UPROXX MEDIA, INC.

By: 
Name: David Myers
Title: CEO

UPROXX MEDIA GROUP INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:
WARNER MUSIC INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the day and year first above written.


ASSIGNORS:
UPROXX MEDIA, INC.

By: _____
Name: _____
Title: _____

UPROXX MEDIA GROUP INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:
WARNER MUSIC INC.

By: 
Name: Paul Robinson
Title: EVP, General Counsel & Secretary

[Signature Page to Trademark Assignment]

EXHIBIT A

Trademarks owned by Uproxx Media, Inc.

Mark/Name	Jurisdiction	Reg. No.	Reg. Date	Owner of Record
UPROXX	United States	3683509	September 15, 2009	Uproxx Media, Inc.
UPROXX	United States	5330150	November 7, 2017	Uproxx Media, Inc.

Trademarks owned by Uproxx Media Group Inc.

Mark/Name	Jurisdiction	Reg. No.	Reg. Date	Owner of Record
DIME	United States	4795094	August 18, 2015	Uproxx Media Group Inc.
HITFIX	United States	3742194	January 26, 2010	Uproxx Media Group Inc.
THE GAME. THE PLAYER. THE LIFE.	United States	2940106	April 12, 2005	Uproxx Media Group Inc.