

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498917

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Scripps Media, Inc. | | 11/01/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Good Karma Brands Milwaukee, LLC | | |
| Street Address: | 310 W. Wisconsin Avenue | | |
| Internal Address: | Suite 100 | | |
| City: | Milwaukee | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53203 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4907861 | KTI COUNTRY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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: | 202.416.6748 | | |
| Email: | llevy@lermansenter.com | | |
| Correspondent Name: | Louis J. Levy c/o Lerman Senter PLLC | | |
| Address Line 1: | 2001 L Street, N.W. | | |
| Address Line 2: | Suite 400 | | |
| Address Line 4: | Washington, D.C. 20036 | | |
| NAME OF SUBMITTER: | Louis J. Levy | | |
| SIGNATURE: | /louis j. levy/ | | |
| DATE SIGNED: | 11/20/2018 | | |
| Total Attachments: 8 | | | |
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ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY

This ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY (this "Assignment"), dated as of November 1, 2018, is made and delivered by and between (i) Scripps Media, Inc., a Delaware corporation ("Assignor"), and (ii) Good Karma Brands Milwaukee, LLC, a Delaware limited liability company ("Assignee"). Each of Assignor and Assignee are collectively referred to herein as the "Parties."

WHEREAS, this Assignment is made pursuant to the Asset Purchase Agreement, dated July 26, 2018, as amended from time to time (the "Purchase Agreement"), by and among Assignor, Assignee and certain other parties named therein, with respect to the purchase and sale of the Stations;

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, Assignor wishes to confirm Assignee's ownership of the Purchased Intellectual Property and to assign to Assignee all right, title and interest that Assignor may have in and to the Purchased Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Effective as of the date hereof, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee any and all worldwide right, title and interest Assignor holds, or may hold, in each case free and clear of all Encumbrances other than Permitted Encumbrances, in and to the Purchased Intellectual Property, the same to be used and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Purchased Intellectual Property are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment. The Purchased Intellectual Property includes, without limitation, the following: (a) the patents and patent applications, if any, set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof; (b) the trademark registrations, trademark applications and internet domain name registrations set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof; and (c) the copyright registrations, applications for registration set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof.

2. As of the date hereof, Assignee has succeeded to all right, title and standing of Assignor to (a) receive all rights and benefits pertaining to the rights described above and (b) commence, prosecute, defend and settle all claims and take all actions that Assignee, in its sole discretion, may elect in relation to the rights described above.

3. This Assignment is pursuant to the Purchase Agreement. This Assignment may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

4. All capitalized terms not otherwise defined in this Assignment, as used in this Assignment, will have the respective meanings set forth in the Purchase Agreement.

5. The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Purchased Intellectual Property.

6. After the Closing, each Party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption, and take such other actions as may reasonably be requested to more effectively consummate the transactions contemplated hereby.

7. Neither this Assignment nor any provision contained in this Assignment shall be interpreted in favor of or against any party hereto because such party or its legal counsel drafted this Assignment or such provision.

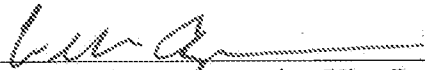
8. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns. This Assignment and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with the laws of the State of Delaware. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile transmission or electronic mail in pdf form shall be effective as delivery of a manually executed counterpart of this Assignment.

[End of document.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of the date first above written.

ASSIGNOR:

SCRIPPS MEDIA, INC.

By: 
William Appleton, Executive Vice President
and General Counsel

ASSIGNEE:

GOOD KARMA BRANDS MILWAUKEE, LLC

By: _____
Craig Karmazin, President

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of the date first above written.

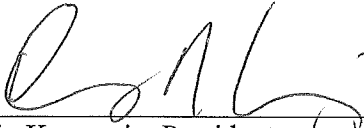
ASSIGNOR:

SCRIPPS MEDIA, INC.

By: _____
William Appleton, Executive Vice President
and General Counsel

ASSIGNEE:

GOOD KARMA BRANDS MILWAUKEE, LLC

By:  _____
Craig Karmazin, President *ck*

SCHEDULE I

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

**ASSIGNED TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND
INTERNET DOMAIN NAME REGISTRATIONS**

TRADEMARKS

| OWNER | MARK | Country/State | STATUS | TYPE |
|-----------------------------------------------------------------|--------------------------------|--------------------------|---------------|-------------|
| Journal Broadcast Group, Inc. (merged into Scripps Media, Inc.) | "MILWAUKEE'S BEST COUNTRY" | Wisconsin | Pending | Trademark |
| Journal Broadcast Group, Inc. | "WISCONSIN'S BEST COUNTRY" | Wisconsin | Pending | Trademark |
| Journal Broadcast Group, Inc. | MILWAUKEE COUNTRY | Wisconsin | Pending | Trademark |
| Journal Broadcast Group, Inc. | MILWAUKEE'S COUNTRY STATION | Wisconsin | Pending | Trademark |
| Journal Broadcast Group, Inc. | NEW COUNTRY | Wisconsin | Pending | Trademark |
| Journal Broadcast Group, Inc. | NEWER COUNTRY | Wisconsin | Pending | Trademark |
| Journal Broadcast Group, Inc. | RADIO LEAGUE | Wisconsin | Registered | Trademark |
| Journal Broadcast Group, Inc. | WISCONSIN'S COUNTRY STATION | Wisconsin | Pending | Trademark |
| Journal Broadcast Group, Inc. | WISCONSIN'S RADIO STATION | Wisconsin | Registered | Trademark |
| Journal Broadcast Group, Inc. | WISCONSIN COUNTRY | Wisconsin | Pending | Trademark |
| Journal Broadcast Group, Inc. | YOUNG COUNTRY | Wisconsin | Pending | Trademark |
| Journal Broadcast Group, Inc. | YOUNGER COUNTRY | Wisconsin | Pending | Trademark |
| Journal Broadcast Group, Inc. | THE VOICE OF MILWAUKEE | Wisconsin | Registered | Trademark |
| Journal Broadcast Group, Inc. | THE VOICE OF WISCONSIN | Wisconsin | Registered | Trademark |
| Journal Broadcast Group, Inc. | WE LOVE WISCONSIN | Wisconsin | Registered | Trademark |
| Journal Broadcast Group, Inc. | WHAT WIL WE PLAY NEXT? | Wisconsin | Registered | Trademark |
| Scripps Media, Inc. | LOCAL RADIO, MADE IN MILWAUKEE | Wisconsin | Registered | Trademark |
| Scripps Media, Inc. | THE MOST COUNTRY EVERY DAY | Wisconsin | Registered | Trademark |
| → Scripps Media, Inc. | KTI COUNTRY | United States of America | Registered | Trademark |
| Journal Broadcast Group, Inc. | IT'S ALL ABOUT THE VARIETY | Wisconsin | Registered | Trademark |
| Journal Broadcast Group, Inc. | QFM | Wisconsin | Registered | Trademark |

DOMAIN NAMES

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|-------------------------|
| am1070theranch.com |
| 1033wtmj.com |
| 620wtmj.com |
| 620wtmj.mobi |
| brewersradionetwork.com |
| bucksradionetwork.com |
| milwaukeeemillion.com |
| tmjsports.com |
| tradeupwisconsin.com |
| wtmj1033.com |
| wtmjfm.com |
| 945kti.com |
| 945kticountry.com |
| 945lakefm.com |
| 945thelakefm.com |
| 945wkti.com |
| 94wkti.com |
| eonradio.com |
| hikti.com |
| hot1045.net |
| jakeandtannershow.com |
| kticountrydeals.com |
| kticountry.com |
| ktideals.com |
| landthebiggig.com |
| mkemillion.com |
| q1065.com |
| radioleague.com |
| studio1040.com |
| thefreakandthegeek.com |
| thefreakandthegeek.com |
| thelake945fm.com |
| thelakecommunity.com |
| tradeupwi.com |
| wktifm.com |
| wktiradio.com |
| wtmj.com |

SCHEDULE 3

ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS

None.