

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM503594

<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>
Forester Media, Inc.	FORMERLY Forester Communications, Inc.	12/18/2018	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Endeavor Communications TN, LLC		
<b>Street Address:</b>	905 Tower Place		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37204		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	75266021	EROSION CONTROL PATROL	
Serial Number:	76063076	STORMWATER THE JOURNAL FOR SURFACE WATER	
Serial Number:	76097349	MSW MANAGEMENT	
Serial Number:	76098826	EROSION CONTROL	
Serial Number:	76298695	STORMCON	
Serial Number:	77751531	GRADING & EXCAVATION CONTRACTOR	
Serial Number:	77906440	WATER EFFICIENCY THE JOURNAL FOR WATER R	
Serial Number:	78849492	WATER EFFICIENCY	
Serial Number:	77944234	WATERPRINT	
Serial Number:	85212425	DISTRIBUTED ENERGY THE JOURNAL OF ENERGY	
Serial Number:	85255240	FORESTER PRESS	
Serial Number:	88015817	WESTERN WATER SUMMIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6152483040		
<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>	(615) 252-3552		
<b>Email:</b>	mward@bradley.com		
<b>Correspondent Name:</b>	Mary Ward		

OP \$315.00 75266021

<b>Address Line 1:</b>	1600 Division Street, Suite 700
<b>Address Line 4:</b>	Nashville, TENNESSEE 37203

<b>NAME OF SUBMITTER:</b>	/Mary Ward/
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<b>SIGNATURE:</b>	/Mary Ward/
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<b>DATE SIGNED:</b>	12/27/2018
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**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is made and entered into effective as of December 18, 2018 ("Effective Date"), by Forester Media, Inc., a California corporation (formerly known as Forester Communications, Inc.) ("Seller"), Daniel P. Waldman ("Waldman") (Seller and Waldman each an "Assignor") and ENDEAVOR COMMUNICATIONS TN, LLC, a Delaware limited liability company (the "Buyer" or "Assignee") in connection with that certain Asset Purchase Agreement dated as of December 18, 2018 (the "Purchase Agreement"), between Seller and Buyer, and is subject to all of the terms and conditions thereof. Any capitalized terms used but not otherwise defined herein shall have the meanings specified in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain Marks of Seller and Waldman, and has agreed to execute and deliver this Trademark Assignment, which may be recorded with agencies in any applicable jurisdictions;

WHEREAS, the Seller, Waldman and Buyer wish to confirm the assignment of the Assigned Marks in writing; and

WHEREAS, terms not otherwise defined herein have the meaning assigned to them in the Asset Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor, respectively, hereby irrevocably and unconditionally conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of such Assignor's right, title, and interest in and to the following:

(a) trademarks, service marks, brand names, service names, trade dress, trade names, logos and other source or business identifiers, together with all of the goodwill associated with any of the foregoing, and any registrations, applications for registration, renewals and extensions of any of the foregoing, including the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Marks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Marks;

(b) all rights of any kind whatsoever of each respective Assignor accruing under any of the Assigned Marks 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 Assigned Marks; and

(d) any and all claims and causes of action with respect to any of the Assigned Marks, 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.

Buyer acknowledges that Seller owns no applications or registrations for Assigned Marks outside of the application and registrations with the United States Patent and Trademark Office.

2. Recordation and Further Actions. In the event any of the Assigned Marks are subject to registration, Seller and Waldman hereby authorize 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 Buyer. Following the date hereof, Seller and Waldman shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned Marks. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

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 Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

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

**ASSIGNOR:**

Forester Media, Inc. (fka Forester  
Communications, Inc.)

By: *Daniel P. Waldman*

Name: Daniel P. Waldman

Title: President

**ACKNOWLEDGMENT**

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

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

)SS.

On the \_\_\_ day of December 2018, before me personally appeared Daniel P. Waldman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Forester Media, Inc., and acknowledged the instrument to be the free act and deed of Forester Media, Inc. for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name: \_\_\_\_\_

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

**ASSIGNOR:**

*Daniel P. Waldman*  
Name: Daniel P. Waldman

**ACKNOWLEDGMENT**

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

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

)SS.

On the \_\_\_ day of December 2018, before me personally appeared Daniel P. Waldman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name: \_\_\_\_\_

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

*Signature Page to Trademark Assignment Agreement*

California All-Purpose Acknowledgment

CIVIL CODE §1189

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.

STATE OF CALIFORNIA )

)ss.

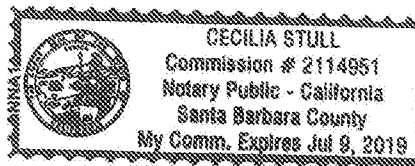
COUNTY OF SANTA BARBARA )

On December 18, 2018, before me, Cecilia Stull, a Notary Public, personally appeared Daniel P. Waldman 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(ies), 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.

Cecilia Stull  
Notary Public



AGREED TO AND ACCEPTED:

BUYER:

Endeavor Communications TN, LLC

By: [Signature]  
Name: Chris Ferrell  
Title: President

ACKNOWLEDGMENT

STATE OF Tennessee

COUNTY OF Davidson

)  
)SS.  
)

On the 17<sup>th</sup> day of December, 2018, before me personally appeared Chris Ferrell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she executed the same in his/her authorized capacity as the President of Endeavor Communications TN, LLC, the limited liability company described, and acknowledged the instrument to be the free act and deed of Endeavor Communications TN, LLC for the uses and purposes mentioned in the instrument.

[Signature]  
Notary Public  
Printed Name: Raven Williams

My Commission Expires: 9/06/2022



# SCHEDULE 1

## Assigned Marks

### Trademark Registrations

Mark	Serial #	Registration #	Filing date	Owner
<u>EROSION CONTROL PATROL</u>	75266021	2185088	28-Mar-97	Waldman, Daniel Paul
<u>STORMWATER THE JOURNAL FOR SURFACE WATERQUALITY PROFESSIONALS</u>	76063076	2643805	5-Jun-00	Waldman, Daniel
<u>MSW MANAGEMENT</u>	76097349	2485020	25-Jul-00	Waldman, Daniel
<u>EROSION CONTROL</u>	76098826	2549344	27-Jul-00	Waldman, Daniel
<u>STORMCON</u>	76298695	2733043	10-Aug-01	WALDMAN, DANIEL PAUL
<u>GRADING &amp; EXCAVATION CONTRACTOR</u>	77751531	3734003	3-Jun-09	Waldman, Daniel
<u>WATER EFFICIENCY THE JOURNAL FOR WATER RESOURCE MANAGEMENT</u>	77906440	3791738	6-Jan-10	Forester Communications, Inc
<u>WATER EFFICIENCY</u>	78849492	3203172	29-Mar-06	FORESTER COMMUNICATIONS, INC.
<u>WATERPRINT</u>	77944234	3872598	24-Feb-10	Forester Media, Inc.
<u>DISTRIBUTED ENERGY THE JOURNAL OF ENERGYEFFICIENCY &amp; RELIABILITY</u>	85212425	4014146	6-Jan-11	FORESTER MEDIA, INC.
<u>FORESTER PRESS</u>	85255240	4041214	2-Mar-11	Forester Media, Inc.
<u>WESTERN WATER SUMMIT</u>	88015817		26-Jun-18	Forester Media, Inc.

### Common Law Marks

FORESTER MEDIA

TRADEMARK

RECORDED: 12/27/2018

REEL: 006520 FRAME: 0793