

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM506741

<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>
The Pitch, LLC		02/23/2017	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gimlet Media, Inc.		
<b>Street Address:</b>	41 Flatbush Ave, 7th Floor		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11217		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5293120	PITCH PODCAST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6176468646		
<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>	617-646-8000		
<b>Email:</b>	drwtrademarks@wolfgreenfield.com		
<b>Correspondent Name:</b>	Douglas R. Wolf		
<b>Address Line 1:</b>	600 Atlantic Avenue		
<b>Address Line 2:</b>	Wolf, Greenfield & Sacks, P.C.		
<b>Address Line 4:</b>	Bostoh, MASSACHUSETTS 02210		
<b>ATTORNEY DOCKET NUMBER:</b>	G0889.20010US00		
<b>NAME OF SUBMITTER:</b>	Douglas R. Wolf		
<b>SIGNATURE:</b>	/drw/		
<b>DATE SIGNED:</b>	01/22/2019		
<b>Total Attachments: 5</b>			
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source=G0889 Assignment from The Pitch, LLC to Gimlet Media, Inc#page2.tif			
source=G0889 Assignment from The Pitch, LLC to Gimlet Media, Inc#page3.tif			

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# ASSET PURCHASE AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Asset Purchase and Intellectual Property Assignment Agreement (“**Agreement**”) is entered as of February 23, 2017 (“**Effective Date**”), by and between Gimlet Media, Inc., with offices at 92 3<sup>rd</sup> Street, Brooklyn, NY 11217 (“**Company**”), and The Pitch, LLC, with offices at 2146 Tall Oak Ct, Sarasota, FL 34232 (“**Assignor**”).

**WHEREAS**, Assignor is the creator of the podcast series entitled “The Pitch.” (the “**Podcast**”) and owns certain assets, including intellectual property rights, related to the Podcast, as more specifically described below; and

**WHEREAS**, Assignor desires to sell, and Company desires to purchase, all of Assignor’s right, title and interest in and to the Assets (as defined below), on the terms and subject to the conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

## **1. PURCHASE AND SALE.**

(a) Transfer and Assignment of Assets. Subject to the provisions of this Agreement, Assignor agrees to and does hereby assign, transfer and convey to Company, exclusively throughout the world, all rights, title and interest (whether or not now existing) in and to the Assets, including without limitation the rights to create (or cause to be created) derivative works thereof, in any and all forms and media whether now known or yet to be discovered. No rights in the Assets shall be retained by Assignor, nor shall any rights revert to Assignor in the future, except in the case of a Reversion Scenario as set forth in Section 1(b). Assignor will promptly deliver all Assets to Company (including, without limitation, all documents, files and information related thereto). The “**Assets**” comprise of the following:

(i) the name and trademarks (word and design marks) “The Pitch”, PitchFM, and PitchPodcast (the “**Trademarks**”), as well as the concept of the Podcast as it exists as of the Effective Date.

(vi) all copyrights, patent rights, trade secret rights, trademark rights, domain name rights, mask works rights, *sui generis* database rights, moral rights and other intellectual property rights, and all business, contract rights and goodwill in, incorporated or embodied in, used to develop or produce or use any of the foregoing, or relevant to any of the foregoing; and

(vii) all rights to sue or bring and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all actions for past, present and future infringement of any of the foregoing.



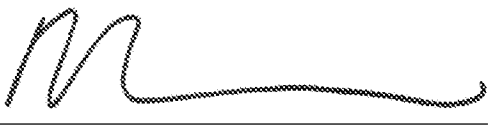


IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement with effect as of the Effective Date.

**THE PITCH, LLC, ASSIGNOR**

**GIMLET MEDIA, INC., COMPANY**

By: 

By: 

Print Name: Joshua Muccio

Print Name: Matthew Lieber

Title: Founder

Title: President