

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509117

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alloy Digital, LLC		02/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Defy Media (ABC), LLC		
Street Address:	366 5th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4486877	BLISSTREE	
Registration Number:	4311277	CRUSHABLE	
Registration Number:	2655591	GURL	
Registration Number:	2655592	GURL	
Registration Number:	4527646	THEGLOSS	
Registration Number:	4552163	THEGRINDSTONE	
CORRESPONDENCE DATA			
Fax Number:	6462802010		
<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:	2126492010		
Email:	trademarks@hearst.com		
Correspondent Name:	Maureen Sheehan		
Address Line 1:	300 West 57th Street		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Rosemary Douglas		
SIGNATURE:	/Rosemary Douglas/		
DATE SIGNED:	02/07/2019		

CH \$165.00 4486877

Total Attachments: 5

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of February 5, 2019, by and between ALLOY DIGITAL, LLC, a Delaware limited liability company ("Assignor") and Defy Media (ABC), LLC, a California LLC ("Assignee"). Assignee and Hearst Studios West, Inc. ("Buyer") are parties to that certain Asset Purchase Agreement dated as the date hereof, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, , pursuant to that certain General Assignment made by DEFY Media, LLC, a Delaware limited liability company ("Defy Media") in favor of Assignee dated as of November 12, 2018 and effective as of November 13, 2018 (the "General Assignment"), Defy Media granted, assigned, bargained, sold and transferred to Assignee all of its property and assets to Assignee in trust and for the benefit of Defy Media's creditors pursuant to applicable law;

WHEREAS, in connection with the General Assignment, Assignor, a wholly-owned subsidiary of Defy Media, along with all direct and indirect subsidiaries of Defy Media (collectively, the "Company Subsidiaries"), entered into that certain Contribution Agreement dated as of November 13, 2018 (the "Contribution Agreement"), pursuant to which the Company Subsidiaries contributed, transferred and assigned all of their respective rights in and to all of their assets and properties to the Company, and the result of which is that the Company owns all property and assets of all of the Company Subsidiaries;

WHEREAS, pursuant to the General Assignment and the Contribution Agreement, Assignor has agreed to assign all of Assignor's rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the "Marks"), and Assignee has agreed to accept such assignment from Assignor; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks to Assignee;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. This Trademark Assignment is subject to the terms and conditions of the General Assignment and the Contribution Agreement, respectively, and this Trademark Assignment shall

not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the General Assignment and/or Contribution Agreement, respectively, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the General Assignment and/or Contribution Agreement, respectively, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the General Assignment and/or Contribution Agreement, respectively, the General Assignment and/or Contribution Agreement, as applicable shall control.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR:

ALLOY DIGITAL, LLC, a Delaware limited liability company

By: 

Name: Craig R Falber

Title: Manager

ASSIGNEE:

DEFY MEDIA (ABC), LLC, a California limited liability company

By: 

Name: Andries Verschelden

Title: Manager

Schedule A
To Trademark Assignment

Marks

Country	Trademark	App. No.	Reg. No.
Canada	BLISSTREE	1493235	984444
Canada	CRUSHABLE	1472551	811020
Canada	THEGRINDSTONE	1536081	991216
US	BLISSTREE	85129029	4486877
US	CRUSHABLE	85113808	4311277
US	GURL	76131025	2655591

US	GURL	76131026	2655592
US	THEGLOSS	85129074	4527646
US	THEGRINDSTONE	85519129	4552163