

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516327

<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>
Salem Communications Holding Corporation		03/27/2019	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eagle Wellness, LLC		
<b>Street Address:</b>	One Shipyard Way, Suite 206		
<b>City:</b>	Medford		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02155		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87957453	NEWPORT NATURAL HEALTH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8138394896		
<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>	8139990199		
<b>Email:</b>	mwelker@aegislaw.com		
<b>Correspondent Name:</b>	Matthew Welker		
<b>Address Line 1:</b>	100 S. Ashley Drive, Suite 620		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Matthew Welker		
<b>SIGNATURE:</b>	/Matthew Welker/		
<b>DATE SIGNED:</b>	03/28/2019		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this “**Assignment**”), dated as of March 27, 2019 (the “**Effective Date**”), is made by Salem Communications Holding Corporation, formerly Caron Broadcasting, Inc., an Ohio corporation (“**Assignor**”), in favor of Eagle Wellness, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, Assignee is the purchaser of all of the assets of Eagle Products, LLC (“**Seller**”), a subsidiary of Assignor, pursuant to that certain Asset Purchase Agreement dated as of March 21, 2019, as may be amended to date (collectively, the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Seller has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Seller;

WHEREAS, Assignor holds and is the owner of all of the rights, title and interest in and to the Trademark Assets (as defined herein), which were included in the transaction; and

WHEREAS, pursuant to Section 13 of the Purchase Agreement, Seller agreed to cause its affiliates to execute and deliver such additional document reasonably necessary to carry out the provisions of the Purchase Agreement, and Assignor has agreed to execute and deliver this Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdiction (collectively, the “**Agencies**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts from Assignor and Assignor, all of Assignor’s and Assignor’s right, title and interest in and to the following:

a. all trademark registrations and trademark applications, including, without limitation, those set forth on Schedule 1, attached hereto, and all issuances, extensions, and renewals thereof (collectively, the “**Trademark Assets**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademark Assets;

b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing 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 foregoing; and

d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the Effective Date, 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.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of other Agencies to record and register this Assignment upon request by Assignee. Following the Effective Date, upon Assignee’s reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee 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 reasonably necessary to effect, evidence or perfect the assignment of the Trademark Assets to Assignee, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Trademark Assets. 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 of this Assignment, the terms of the Purchase Agreement shall govern and control.

4. Counterparts. This 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 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 Assignment.

5. Successors and Assigns. This 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 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 Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without giving effect to any choice or conflict of law provision or rule.


**(Signature Page Follows)**

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Assignment as of the Effective Date.

**ASSIGNOR:**

SALEM COMMUNICATIONS HOLDING  
CORPORATION

an Ohio corporation

By:   
Scott R. Hunter (Mar 27, 2019)  
Scott R. Hunter, Vice President, Senior Counsel

**ASSIGNEE:**

EAGLE WELLNESS, LLC

a Delaware limited liability company

By:   
Joe MacLean (Mar 27, 2019)  
Joe MacLean, Manager/Chairman

**SCHEDULE 1**

**Trademark Assets**

<b>Word Mark</b>	<b>Agency</b>	<b>Registration Number</b>
Newport Natural Health	United States Patent and Trademark Office	87957453









# AOI - Eagle Products - Trademark Assignment Agreement - SALEM (03.27.19)

Final Audit Report

2019-03-27

Created:	2019-03-27
By:	Leila Ros (lros@aegislaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2RYUdblu6QXTFrGqneBgHh-qacG4BrU1

## "AOI - Eagle Products - Trademark Assignment Agreement - SALEM (03.27.19)" History

-  Document created by Leila Ros (lros@aegislaw.com)  
2019-03-27 - 8:27:19 PM GMT- IP address: 38.140.224.202
-  Document emailed to Scott Hunter (scott.hunter@salemmedia.com) for signature  
2019-03-27 - 8:27:43 PM GMT
-  Document viewed by Scott Hunter (scott.hunter@salemmedia.com)  
2019-03-27 - 8:32:02 PM GMT- IP address: 107.77.227.13
-  Document e-signed by Scott Hunter (scott.hunter@salemmedia.com)  
Signature Date: 2019-03-27 - 8:32:56 PM GMT - Time Source: server- IP address: 107.77.227.13
-  Document emailed to Joe MacLean (joe@aocapital.com) for signature  
2019-03-27 - 8:32:56 PM GMT
-  Document viewed by Joe MacLean (joe@aocapital.com)  
2019-03-27 - 9:59:53 PM GMT- IP address: 66.102.8.226
-  Document e-signed by Joe MacLean (joe@aocapital.com)  
Signature Date: 2019-03-27 - 10:00:11 PM GMT - Time Source: server- IP address: 100.2.141.158
-  Signed document emailed to Joe MacLean (joe@aocapital.com), Matthew Welker (mwelker@aegislaw.com), aprasad@aegislaw.com, nerissa@aocapital.com, and 2 more  
2019-03-27 - 10:00:11 PM GMT