

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM519403

<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>
Commerce City, LLC		03/19/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Beasley Media Group, LLC		
<b>Street Address:</b>	3033 Riviera Drive		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Naples		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	34103		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4124158	AD TOURNAMENT	
<b>Registration Number:</b>	4124157	ADTOURNAMENT	
<b>Registration Number:</b>	5345807	AO	
<b>Registration Number:</b>	4430259	ATHLETE ORIGINALS	
<b>Registration Number:</b>	4496461	ATHLETE ORIGINALS	
<b>Registration Number:</b>	4492694	ATHLETE ORIGINALS	
<b>Registration Number:</b>	5326212	ATHLETE ORIGINALS	
<b>Registration Number:</b>	4726801	BY ATHLETES FOR THE FANS	
<b>Registration Number:</b>	5460947	ARTIST ORIGINALS	
<b>Registration Number:</b>	5444911	BY ARTISTS FOR THE FANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	202.416.6748		
<b>Email:</b>	llevy@lermansenter.com		
<b>Correspondent Name:</b>	Louis Levy, Lerman Senter PLLC		
<b>Address Line 1:</b>	2001 L Street		

OP \$265.00 4124158

**Address Line 2:** Suite 400  
**Address Line 4:** Washington, D.C. 20036

**NAME OF SUBMITTER:** Louis J. Levy

**SIGNATURE:** /louis j. levy/

**DATE SIGNED:** 04/17/2019

**Total Attachments: 3**

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**ASSIGNMENT OF INTANGIBLE PROPERTY**

This Assignment of Intangible Property Agreement (“Assignment”) is made as of March 19, 2019, by and among BEASLEY MEDIA GROUP, LLC (“Assignee”) and COMMERCE CITY, LLC (“Assignor”).

WHEREAS, Assignor, is the owner of the Intangible Property that is identified in Schedule A (“*Intangible Property*”) used in connection with e-commerce marketplaces for the design and sale of custom apparel and other products and desires to assign all of its right, title and interest in, to and under the Intangible Property, together with the goodwill and business symbolized thereby; and

WHEREAS, Assignee desires to obtain all of Assignor’s rights in, to and under the Intangible Property; and

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “*Purchase Agreement*”), dated as of March 19, 2019, between Assignor and Assignee, Assignor has agreed to assign all of its right, title and interest in, to and under the Intangible Property to Assignee, and Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns, transfers and conveys to Assignee all of Assignor’s right, title and interest in, to and under the Intangible Property, whether statutory or at common law, including all registrations and applications therefor, the right to recover for past infringement, and the goodwill associated with such Intangible Property.

This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment of Intangible Property to be duly executed as of the day and year first above written.

**ASSIGNOR:**

**COMMERCE CITY, LLC**

By: \_\_\_\_\_  
Chris Dey

DocuSigned by:  
*Chris Dey*  
037C9EB11736489...

Title: Owner

**ASSIGNEE:**

**BEASLEY MEDIA GROUP, LLC.**

By: *Caroline Beasley*  
Caroline Beasley  
Chief Executive Officer

**SCHEDULE A**

<b>Trademark</b>	<b>Class</b>	<b>Registration No.</b>	<b>Registration Date</b>
<i>ADTournament (Logo)</i>	35	4,124,158	04/10/2012
<i>ADTournament</i>	35	4,124,157	04/10/2012
<i>Athlete Originals (Logo)</i>	35, 42	5,345,807	11/28/2017
<i>Athlete Originals</i>	35, 42	4,430,259	11/05/2013
<i>Athlete Originals</i>	35	4,496,461	01/11/2014
<i>Athlete Originals</i>	42	4,492,694	03/24/2014
<i>Athlete Originals</i>	35	5,326,212	10/31/2017
<i>By Athletes for the Fans</i>	35	4,726,801	02/28/2015
<i>Artist Originals</i>	35, 42	5,460,947	05/01/2018
<i>By Artists for the Fans</i>	35	5,444,911	04/10/2018