

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM521641

<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>
AUDIO AND VIDEO LABS, INC.		04/01/2019	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DIY MEDIA GROUP, INC.		
<b>Street Address:</b>	7905 N. Crescent Boulevard		
<b>City:</b>	Pennsauken		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08110		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 34</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88032586	MERCHLY	
<b>Registration Number:</b>	4612600	DISC MAKERS	
<b>Registration Number:</b>	4207845	BOOKBABY	
<b>Registration Number:</b>	4211668	BOOKBABY	
<b>Serial Number:</b>	85050041	BOOKBABY	
<b>Serial Number:</b>	85050033	BOOKBABY	
<b>Registration Number:</b>	3374589	DISC MAKERS	
<b>Registration Number:</b>	3241538	DISC MAKERS	
<b>Registration Number:</b>	2138897	DISC MAKERS	
<b>Serial Number:</b>	75237926	THE SOUNDLAB	
<b>Registration Number:</b>	2071061	OASIS	
<b>Registration Number:</b>	3300134	JUDO	
<b>Serial Number:</b>	78932465	JUDO MARKETING: GIVING SMALL BUSINESS A	
<b>Serial Number:</b>	78578518	ELITE	
<b>Registration Number:</b>	3105359	DISCWRAPPER	
<b>Registration Number:</b>	3164673	MACELITE	
<b>Registration Number:</b>	3152996	ELITE SERIES	
<b>Registration Number:</b>	3141365	ELITEPRO	
<b>Registration Number:</b>	3232423	ELITEMICRO	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3235888	REFLEXULTRA
Registration Number:	3592542	DIGSTATION
Registration Number:	3592541	DIGSTATION
Registration Number:	3561768	JUDO
Registration Number:	3506314	FORTE
Registration Number:	3473251	MEDLEY
Registration Number:	3389421	DIGSTATION
Serial Number:	77213416	BIG MARKETING FOR SMALL BUSINESS
Registration Number:	2742839	SOFT-SPOT
Serial Number:	76071252	FLATPAK
Serial Number:	75616504	STUDIO FINDER.COM
Registration Number:	2588795	STUDIOFINDER
Serial Number:	75523442	PREMIUMMUSIC
Registration Number:	2142446	INDEPENDENT MUSIC WORLD SERIES
Registration Number:	1854892	PROOF POSITIVE

**CORRESPONDENCE DATA**

Fax Number: 3015750335

*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.*

Phone: 3015750302

Email: jwachs@offitkurman.com

Correspondent Name: Jonathan R. Wachs

Address Line 1: 8171 Maple Lawn Boulevard

Address Line 2: Suite 200

Address Line 4: Maple Lawn, MARYLAND 20759

**NAME OF SUBMITTER:** Jonathan R. Wachs

**SIGNATURE:** /Jonathan R. Wachs/

**DATE SIGNED:** 05/01/2019

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Assignment**”), is made and executed effective as of April 1, 2019 (“**Effective Date**”) by Audio and Video Labs, Inc., a New Jersey corporation (“**Assignor**”), and DIY Media Group, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms not otherwise defined in this Assignment will have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, the parties hereto executed and entered into that certain Asset Purchase Agreement dated as of February 23, 2019 (“**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Assignor (as Seller) agreed to sell, assign, convey and deliver to Assignee (as Buyer), and Assignee agreed to purchase, all of Seller’s rights, title and interest in and to those trademarks set forth on Schedule A attached hereto and incorporated herein by this reference (collectively, the “**Assigned Trademarks**”); and

WHEREAS, Assignor and Assignee wish to confirm such assignment.

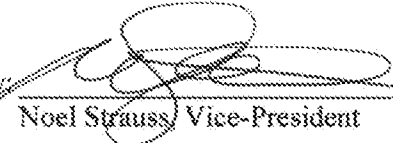
NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Trademarks. Assignor hereby sells, conveys, assigns and transfers to Assignee and its successors all of Assignor’s worldwide right, title and interest in and to the Assigned Trademarks, including, without limitation, all common law rights relating thereto and all registrations thereof and applications therefor, together with all goodwill associated with, corresponding to, symbolized by and embodied in such trademarks, and the right to bring suit and recover damages for claims or causes of action arising from or relating to the Assigned Trademarks after the Effective Date, including infringement and misappropriation.
2. Recordation of Assignment. Assignor will cooperate with Assignee to record this Assignment with the appropriate governmental entities in all jurisdictions designated by Assignee, including without limitation, the United States Patent and Trademark Office.
3. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
4. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or by PDF file (portable document format file) shall be as effective as delivery of a manually executed counterpart of this Assignment.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and performed in such State.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

**AUDIO AND VIDEO LABS, INC. - ASSIGNOR**

By:   
Noel Strauss Vice-President

**DIY MEDIA GROUP, INC. - ASSIGNEE**

By: \_\_\_\_\_  
William Van Veen, CEO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative and effective as of the day and year first above written.

**AUDIO AND VIDEO LABS, INC. - ASSIGNOR**

By: \_\_\_\_\_  
Noel Strauss, Vice-President

**DIY MEDIA GROUP, INC. - ASSIGNEE**

By: \_\_\_\_\_  
William Van Veen, CEO

**Schedule A**

**Assigned Trademarks**

<b>Mark</b>	<b>USPTO Registration or Serial Number</b>
MERCHLY	Ser. No. 88/032,586
DISC MAKERS	Reg. No. 4,612,600
BOOKBABY	Reg. No. 4,207,845
BOOKBABY (stylized, with design)	Reg. No. 4,211,668
BOOKBABY	Ser. No. 85/050,041
BOOKBABY (stylized, with design)	Ser. No. 85/050,033
DISC MAKERS	Reg. No. 3,374,589
DISC MAKERS (stylized, with design)	Reg. No. 3,241,538
DISC MAKERS (stylized, with design)	Reg. No. 2,138,897
THE SOUNDLAB	Ser. No. 75/237,926
OASIS	Reg. No. 2,071,061
JUDO (stylized)	Reg. No. 3,300,134
JUDO MARKETING: GIVING SMALL BUSINESS A FIGHTING CHANCE	Ser. No. 78/932,465
ELITE (stylized)	Ser. No. 78/578,518
DISCWRAPPER	Reg. No. 3,105,359
MACELITE	Reg. No. 3,164,673
ELITE SERIES	Reg. No. 3,152,996
ELITEPRO	Reg. No. 3,141,365
ELITEMICRO	Reg. No. 3,232,423
REFLEXULTRA	Reg. No. 3,235,888
DIGSTATION	Reg. No. 3,592,542
DIGSTATION	Reg. No. 3,592,541
JUDO	Reg. No. 3,561,768
FORTE	Reg. No. 3,506,314
MEDLEY	Reg. No. 3,473,251
DIGSTATION	Reg. No. 3,389,421
BIG MARKETING FOR SMALL BUSINESS	Ser. No. 77/213,416
SOFT-SPOT	Reg. No. 2,742,839
FLATPAK	Ser. No. 76/071,252
STUDIOFINDER.COM (stylized, with design)	Ser. No. 75/616,504
STUDIOFINDER	Reg. No. 2,588,795
PREMIUMMUSIC (stylized, with design)	Ser. No. 75/523,442
INDEPENDENT MUSIC WORLD SERIES (stylized, with design)	Reg. No. 2,142,446
PROOF POSITIVE	Reg. No. 1,854,892