

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM527035

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tigerbeat Media, LLC		06/07/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Jumpcrew TBH, LLC		
Street Address:	3201 Dickerson Pike		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37207		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3073264	BOP	
Registration Number:	2263039	TIGER BEAT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2126030490		
Email:	dc@robinsonbrog.com		
Correspondent Name:	Dvid Cykiert		
Address Line 1:	875 3rd Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	David Cykiert		
SIGNATURE:	/David Cykiert, Esq./		
DATE SIGNED:	06/10/2019		
Total Attachments: 5			
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OP \$65.00 3073264

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this “Agreement”), dated as of June 7, 2019 (the “Effective Date”), is made by and between Tigerbeat Media, LLC, a Delaware limited liability company (the “Assignor”) and Jumpcrew TBH, LLC, a Delaware limited liability company (the “Assignee”). Assignee and Assignor are sometimes referred to individually as a “Party” and collectively as the “Parties.” Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (defined below).

RECITALS

WHEREAS, the Assignor has certain United States common law rights to the trademarks set forth on Schedule A, and are exclusive owners of all right, title, goodwill and interest in and to the United States trademark registration also set forth thereon (the “Marks”);

WHEREAS, the domain names shown on Schedule B, are active domain names (the “Domain Names”) currently registered to the Assignor; and

WHEREAS, the Assignor has agreed to assign all right, title, goodwill and interest in, to and under the Marks and the Domain Names to Assignee pursuant to an Asset Purchase Agreement (the “Purchase Agreement”) by and among the Assignor, Assignee and the other parties thereto dated as of the date hereof; and

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

1. The Assignor hereby irrevocably assigns, transfers, and conveys to Assignee in perpetuity and throughout the world any and all right, title, and interest to the Marks, and Domain Names, together with the goodwill symbolized by and associated with the use of the same, including all common law use, application, registration, renewal and extension rights, all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement, and to receive all damages, payments and costs and fees associated therewith, free and clear of any and all encumbrances.

2. Following the Effective Date, upon the request of the Assignee, the Assignor shall take such actions as are necessary and within its control to effectuate the transfer of ownership and control of the Domain Names to Assignee, and enable Assignee to register the Domain Names in the name of Assignee with the domain name registrar of Assignee’s choosing, namely: unlock the Domain Names, obtain a transfer authorization code for the Domain Names and send it to Assignee, and affirmatively respond to emails initiated by Assignee to effectuate the transfer of the Domain Names from Assignor to Assignee. The Domain Names will be deemed transferred when:

A. Assignee’s domain name registrar has confirmed the transfer in accordance with its procedures therefor;

B. the applicable WHOIS database identifies Assignee as the registrant of the Domain Names; and

C. the Assignee has administrative and technical access to the Domain Names, and sole control over where the Domain Names point.

3. The Assignor hereby authorizes the appropriate authority or authorities whose duty it is to record trademarks, trademark registrations, trademark applications and title thereto, including the United States Patent and Trademark Office, to transfer ownership and registration of the Marks to Assignee.

4. The Assignor agrees to fully cooperate with Assignee in transferring all rights to the Marks and Domain Names to Assignee and to execute all lawful documents, and make all rightful oaths and declarations, which may be reasonably required, all at the sole cost and expense of Assignee, but at no remuneration to Assignee in recordable form, necessary to vest title to the Marks and Domain Names and all other rights transferred and assigned by this Agreement.

5. The person signing below on behalf of Assignor has the requisite power and authority to execute, deliver and perform this Agreement.

6. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same Agreement.

7. This Agreement is subject and subordinate to all of the terms and conditions of the Purchase Agreement, which is hereby incorporated herein by reference, and in the event of any conflict or inconsistency between any term or provision hereof and any term or provision of the Purchase Agreement, the latter shall govern and control.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

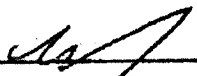
ASSIGNEE

JUMPCREW TBH, LLC

By: 
Name: Robert Henderson
Title: Manager

ASSIGNOR

TIGERBEAT MEDIA, LLC

By: 
Name: Mark Patricof
Title: Manager

SCHEDULE A

Trademarks

Trademark	Registration / Serial No.
TIGER BEAT	2263039
BOP	3073264

Any and all rights, if any, owned by the Company in and to the following marks:

16, Sixteen, Teen Beat, Superteen and BB.

SCHEDULE B

Domain Names

The following URLs/websites and all content contained thereon:

www.bopmag.com

www.tigerbeat.com

www.bopandtigerbeat.com

www.laufermedia.com