

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM528007

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark and Domain Name Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A Wonder Media Company LLC		03/15/2019	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	American Urban Radio Networks LLC		
Street Address:	112 W 34th Street		
Internal Address:	Suite 2110		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10120		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5204277	THE AFTERNOON RUSH	
Registration Number:	5204279	THE AFTERNOON RUSH	
Registration Number:	2657822	AMERICAN URBAN PINNACLE NETWORK	
Registration Number:	1924856	AMERICAN URBAN RADIO NETWORKS	
Registration Number:	2318314	AMERICAN URBAN RADIO NETWORKS	
Registration Number:	3092578	AMERICAN URBAN RADIO NETWORKS	
Registration Number:	5374270	AMERICAN URBAN RADIO NETWORKS INSPIRATIO	
Registration Number:	2657823	AMERICAN URBAN RENAISSANCE NETWORK	
Registration Number:	1948363	AURN	
Registration Number:	3467389	STRZ WEEKEND ENTERTAINMENT NETWORK	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		

CH \$265.00 5204277

Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 0088578-000001

NAME OF SUBMITTER: Michael L. Dever

SIGNATURE: /Michael L. Dever/

DATE SIGNED: 06/17/2019

Total Attachments: 6

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Assignment") is entered into, as of March 15, 2019, by and among American Urban Radio Networks LLC, a New York limited liability company ("AURN") (the "Assignee") and A Wonder Media Company LLC, a New York limited liability company the "Assignor").

RECITALS

WHEREAS, Assignor is the exclusive owner of the trademarks set forth on Exhibit A and the domain names set forth on Exhibit B, both as further described below; and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to receive from Assignor, Assignor's entire right, title and interest in and to such trademarks and domain names.

NOW THEREFORE, in consideration of the mutual promises provided herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto which in further intending to be legally bound hereby, the parties hereto agree as follows:

AGREEMENT

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Assignee (a) all of such Assignor's right, title, and interest in and to the trademarks set forth on Exhibit A, including all variations, modifications, and derivatives thereof, and any composite marks incorporating any of the foregoing (the "Marks"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of such Assignor's right, title, and interest in and to the domain names listed in Exhibit B (the "Domain Names"), together with the goodwill of the business symbolized by and associated with the Domain Names, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; and (c) all rights to income, royalties, and license fees deriving from the Marks and Domain Names, all causes of actions, claims and rights to damages or profits, arising by reason of past, present and future infringement, or misappropriation of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, at Assignee's expense, all acts deemed reasonably necessary or desirable by Assignee to permit and assist Assignee or its successor or assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include executing additional documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and

interest in Assignee, and assisting and cooperating in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense; and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper control and protection for the Marks and Domain Names and all applicable intellectual property rights. Without limiting the foregoing, Assignor will, upon Assignee's reasonable request, transfer (or accept a request to transfer) the Domain Names to an account and/or registrar of Assignee's choosing, unlock the Domain Names and provide Assignee with all applicable AUTH CODEs. Further, Assignor and its successors agree not to challenge the validity or completeness of the assignment of the Marks or Domain Names to Assignee hereunder, nor to permit or assist any third party to do so. If Assignee or its successor or assignee is unable, for any reason, to obtain a signature of Assignor on a document necessary to perfect the transfer or assignment of the Marks or Domain Names, Assignor hereby irrevocably appoints Assignee as its agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on behalf of Assignor to execute, verify, and file any documents with the same legal force and effect as if executed by Assignor.

3. GENERAL

3.1 Governing Law. This Assignment shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New York (without giving effect to principles of conflicts of laws). Each party hereto expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

3.2 Assignment. Assignee may assign any of its rights or delegate any of its obligations under this Assignment to any third party without the prior written consent of Assignor, and, upon such assignment, such third party shall be solely responsible for the performance of all of the obligations of Assignee under this Assignment. This Assignment will apply to, be binding in all respects upon, and inure to the benefit of the successors and assigns of Assignee.

3.3 Waiver; Amendment. Any agreement on the part of a party hereto to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party hereto of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party hereto of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Assignment may not be amended, modified or supplemented except by written agreement of the parties.

3.4 Severability. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

3.5 Construction. This Assignment was negotiated by the parties hereto with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Assignment to be construed or interpreted against any party hereto shall not apply to any construction or interpretation hereof.

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

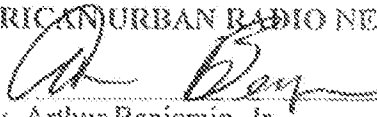
3.7 Entire Agreement. This Assignment constitutes the entire agreement among the parties hereto and thereto and supersedes all other prior agreements and understandings, both written and oral, among or between the parties hereto with respect to the subject matter hereof and thereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first set forth above.

ASSIGNEE:

AMERICAN URBAN RADIO NETWORKS, LLC

By: 
Name: Arthur Benjamin, Jr.
Its: Chief Financial Officer

ASSIGNOR:

A WONDER MEDIA COMPANY LLC

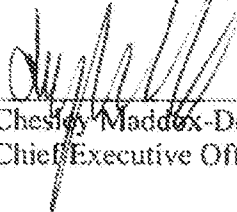
By: 
Name: Chesley Maddox-Dorsey
Its: Chief Executive Officer

Exhibit A

U.S. Trademarks

<u>Assignor</u>	<u>Serial No.¹</u>	<u>Registration No.</u>	<u>Trademark</u>
AURN	87189762	5204277	The Afternoon Rush
AURN	87189794	5204279	The Afternoon Rush & Design
AURN	8521094	4122755	American Urban Elite Network
AURN	76065164	2657822	American Urban Pinnacle Network
AURN	74572092	1924856	American Urban Radio Networks
AURN	75544263	2318314	American Urban Radio Networks & Design
AURN	78543911	3092578	American Urban Radio Networks & (& Design)
AURN	87462631	5374270	American Urban Radio Networks Inspirational & Design
AURN	76065171	2657823	American Urban Renaissance Network
AURN	74572094	1948363	AURN
AURN	77338623	3467389	STRZ Weekend Entertainment Network

Exhibit B

Domain Names

1. AURN.Com
2. AURNinspirational.com
3. InspirationsWithLizBlack.com
4. TheHezekiahWalkerShow.com