

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM535832

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale and Assignment and Assumption Agreement
<b>RESUBMIT DOCUMENT ID:</b>	900502835

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Urban Radio Networks, LLC		09/06/2018	Limited Liability Company: PENNSYLVANIA
Superadio LLC		09/06/2018	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	A Wonder Media Company LLC
<b>Street Address:</b>	112 W 34th Street
<b>Internal Address:</b>	Suite 2110
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10120
<b>Entity Type:</b>	Limited Liability Company: NEW YORK

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
<b>Registration Number:</b>	5204277	THE AFTERNOON RUSH
<b>Registration Number:</b>	5204279	THE AFTERNOON RUSH
<b>Registration Number:</b>	2657822	AMERICAN URBAN PINNACLE NETWORK
<b>Registration Number:</b>	1924856	AMERICAN URBAN RADIO NETWORKS
<b>Registration Number:</b>	2318314	AMERICAN URBAN RADIO NETWORKS
<b>Registration Number:</b>	3092578	AMERICAN URBAN RADIO NETWORKS
<b>Registration Number:</b>	5374270	AMERICAN URBAN RADIO NETWORKS INSPIRATIO
<b>Registration Number:</b>	2657823	AMERICAN URBAN RENAISSANCE NETWORK
<b>Registration Number:</b>	1948363	AURN
<b>Registration Number:</b>	3467389	STRZ WEEKEND ENTERTAINMENT NETWORK

**CORRESPONDENCE DATA**

**Fax Number:** 4125621041

*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:** 412-562-1637

**TRADEMARK**

**Email:** vicki.cremonese@bipc.com  
**Correspondent Name:** Michael L. Dever  
**Address Line 1:** 301 Grant Street  
**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:** 08/08/2019

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528005

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Bill of Sale and Assignment and Assumption Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
American Urban Radio Networks, LLC		09/06/2018	Limited Liability Company: PENNSYLVANIA
Superadio LLC		09/06/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	A Wonder Media Company LLC		
<b>Street Address:</b>	112 W 34th Street		
<b>Internal Address:</b>	Suite 2110		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10120		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5204277	THE AFTERNOON RUSH	
<b>Registration Number:</b>	5204279	THE AFTERNOON RUSH	
<b>Registration Number:</b>	2657822	AMERICAN URBAN PINNACLE NETWORK	
<b>Registration Number:</b>	1924856	AMERICAN URBAN RADIO NETWORKS	
<b>Registration Number:</b>	2318314	AMERICAN URBAN RADIO NETWORKS	
<b>Registration Number:</b>	3092578	AMERICAN URBAN RADIO NETWORKS	
<b>Registration Number:</b>	5374270	AMERICAN URBAN RADIO NETWORKS INSPIRATIO	
<b>Registration Number:</b>	2657823	AMERICAN URBAN RENAISSANCE NETWORK	
<b>Registration Number:</b>	1948363	AURN	
<b>Registration Number:</b>	3467389	STRZ WEEKEND ENTERTAINMENT NETWORK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	412-562-1637		
<b>Email:</b>	vicki.cremonese@bipc.com		

CH \$265.00 5204277

TRADEMARK

REEL: 006715 FRAME: 0726

## BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of September 6, 2018 by and among A WONDER MEDIA COMPANY, EEC, a New York limited liability company ("Buyer"), AMERICAN URBAN RADIO NETWORKS, EEC, a Pennsylvania limited liability company ("AURN") and Superadio EEC, a Delaware limited liability company ("SRI" together with AURN, the "Sellers" and each a "Seller").

WHEREAS, Buyer, Sellers and American Urban Radio Networks EEC, a New York limited liability company, are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), whereby, among other things, Buyer has agreed to purchase from the Sellers, and the Sellers have agreed to sell, convey, assign, transfer and deliver to Buyer, all of the Sellers' right, title and interest as of the Closing in the Purchased Assets, on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, all capitalized terms used herein which are not otherwise defined shall have the meaning given to such terms in the Purchase Agreement.

NOW, THEREFORE, pursuant to and in accordance with the terms and provisions of the Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Bill of Sale; Assignment of Assets. As of the Closing, each Seller does hereby sell, transfer, assign and deliver to Buyer, and Buyer does hereby purchase and assume from each Seller, all of each Seller's right, title and interest in, to and under the Purchased Assets, free and clear of all Liens, together with the good will associated with such Purchased Assets.

2. Assumption of Assumed Liabilities. As of and from and after the Closing, Buyer hereby assumes, becomes responsible for and shall pay and perform, all of the Assumed Liabilities. Buyer does not assume, undertake, accept or agree to be bound by any Liability of any Seller other than the Assumed Liabilities.

3. Further Assurances. Each Seller hereby covenants and agrees that, upon the request of Buyer, such Seller shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assignments, transfers, assurances and instruments as Buyer may reasonably request to assign and transfer the Purchased Assets to Buyer or to otherwise effectuate the transactions contemplated by the Purchase Agreement. Buyer does hereby covenant and agree that, upon the request of any Seller, it shall do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, assumptions, transfers, assurances and instruments as the Sellers may reasonably request to effectuate the assumption by Buyer of the Assumed Liabilities or the transactions contemplated by the Purchase Agreement.

4. Purchase Agreement. Nothing herein shall be deemed to modify or diminish, and the sale and assignment set forth herein is subject to and qualified by, the representations, warranties, covenants, obligations, indemnities and limitations thereon of the parties hereto provided in the Purchase Agreement. In the event of any conflict between the terms and

conditions of this Agreement and the terms and conditions of the Purchase Agreement, the Purchase Agreement shall govern.

5. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any right or remedy under or by reason of this Agreement on any Person other than the parties hereto and their respective representatives, successors and assigns, nor is anything set forth herein intended to affect or discharge the obligation or liability of any third parties to any party hereto, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party hereto.

6. Governing Law. This Agreement shall be construed and enforced in accordance with, and all questions concerning the construction, validity, interpretation and performance of this Agreement shall be governed by, the internal laws of the State of New York, without giving effect to provisions thereof regarding conflict of laws.

7. Counterparts. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

[Signature Page Follows]

IN WITNESS WHEREOF, this Bill of Sale and Assignment and Assumption Agreement has been executed and delivered on the date first above written.

SELLERS:

AMERICAN URBAN RADIO NETWORKS,  
LLC

By: Joan Brooks  
Name: Joan Brooks  
Its: Corporate Business Manager

SUPERADIOLLC

By: Joan Brooks  
Name: Joan Brooks  
Its: Corporate Business Manager

BUYER:

By:

A WONDER MEDIA COMPANY LLC

Chesley Maddox-Dorsey  
By: Chesley Maddox-Dorsey, CEO

TRADEMARK

REEL: 006715 FRAME: 0729

Exhibit A

U.S. Trademarks

Assignor	Serial No. <sup>1</sup>	Registration No.	Trademark
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	STR2 Weekend Entertainment Network

REGISTERED OF  
Domain Names

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