# OP \$40.00 5165228

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM535911

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Full Stack Media, Inc.		07/23/2019	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	BDG Media, Inc.	
Street Address:	ress: 315 Park Avenue S., 11th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10010	
Entity Type:	Corporation: DELAWARE	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5165228	INVERSE

#### CORRESPONDENCE DATA

**Fax Number:** 4159441110

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:** 415-885-9800

**Email:** trademark@prangerlaw.com, paralegal@prangerlaw.com

Correspondent Name: Holly Pranger

Address Line 1: 88 Guy Place, Suite 405

Address Line 4: San Francisco, CALIFORNIA 94105

ATTORNEY DOCKET NUMBER:	07231
NAME OF SUBMITTER:	Holly Pranger
SIGNATURE:	/Holly Pranger/
DATE SIGNED:	08/08/2019

#### **Total Attachments: 5**

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July 23, 2019 ("Effective Date") by and between Full Stack Media, Inc., a Delaware corporation ("Assignor"), and BDG Media, Inc., a Delaware corporation ("Purchaser").

WHEREAS, Assignor and Purchaser are parties to that certain Asset Purchase Agreement, dated July 23, 2019 (the "**Purchase Agreement**"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Purchaser, and Purchaser desires to acquire from Assignor, the trademarks set forth in <u>Schedule A</u> attached hereto (the "**Trademarks**").

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

- 1. <u>Assignment</u>. Assignor hereby sells, conveys, assigns, delivers and transfers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to sue for and receive all damages from past, present or future infringements or other unauthorized use of the Trademarks, the same to be held and enjoyed by Purchaser, its successors, assigns and other legal representatives.
- 2. <u>Further Assurances</u>. Assignor shall provide to Purchaser, Purchaser's successors, assigns or other legal representatives, all such reasonable cooperation and assistance to effectuate the purposes of this Assignment.
- 3. <u>Counterparts</u>. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.
- 4. <u>Governing Law</u>. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the Laws of the State of Delaware.
- 5. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

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TRADEMARK
REEL: 006716 FRAME: 0365

IN WITNESS WHEREOF, Assignor and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

## FULL STACK MEDIA, INC.

Ву:	Name: Dave Nemetz Title: Chief Executive Officer
BD	G MEDIA, INC.
By:	Name: Bryan Goldberg Title: Chief Executive Officer

TRADEMARK REEL: 006716 FRAME: 0366

IN WITNESS WHEREOF, Assignor and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

## FULL STACK MEDIA, INC.

Title: Chief Executive Officer

**BDG MEDIA, INC.** 

By: Name: Bryan Goldberg

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

## FULL STACK MEDIA, INC.

By: \_ Name: Dave Nemetz

Title: Chief Executive Officer

**BDG MEDIA, INC.** 

Name: Bryan Goldberg

Title: Chief Executive Officer

# **SCHEDULE A**

# <u>Trademark Applications and Registrations</u>:

**RECORDED: 08/08/2019** 

Trademark	Registration No.	Country	Status
INVERSE	5165228	U.S.	Live

TRADEMARK
REEL: 006716 FRAME: 0369