

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM536638

<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>
Independent Media Corp.		03/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BDG Media, Inc.		
<b>Street Address:</b>	315 Park Avenue S., 11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5420022	IT'S NOT FOR EVERYONE. IT'S FOR YOU.	
<b>Registration Number:</b>	5536503	THE OUTLINE	
<b>Registration Number:</b>	5420023	THE OUTLINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159441110		
<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>	415-885-9800		
<b>Email:</b>	trademark@prangerlaw.com, paralegal@prangerlaw.com		
<b>Correspondent Name:</b>	Holly Pranger		
<b>Address Line 1:</b>	88 Guy Place, Suite 405		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	07145		
<b>NAME OF SUBMITTER:</b>	Holly Pranger		
<b>SIGNATURE:</b>	/Holly Pranger/		
<b>DATE SIGNED:</b>	08/14/2019		
<b>Total Attachments: 4</b>			
source=BDG Media - The Outline - Trademark Assignment Agreement and Schedule A Amendment#page1.tif			
source=BDG Media - The Outline - Trademark Assignment Agreement and Schedule A Amendment#page2.tif			
source=BDG Media - The Outline - Trademark Assignment Agreement and Schedule A Amendment#page3.tif			

OP \$90.00 5420022



## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of March 28, 2019 (“**Effective Date**”) by and between Independent Media Corp., 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 March 28, 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 Schedule A 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. Assignment. 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. Further Assurances. 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. Counterparts. 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.

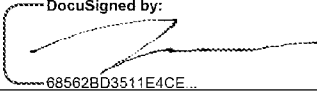
4. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the Laws of the State of Delaware.

5. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

*[Remainder of Page Intentionally Left Blank]*

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

**INDEPENDENT MEDIA CORP.**

By:   
Name: Joshua Topolsky  
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.

**INDEPENDENT MEDIA CORP.**

By: \_\_\_\_\_  
Name: Joshua Topolsky  
Title: Chief Executive Officer

**BDG MEDIA, INC.**

By:  \_\_\_\_\_  
Name: Bryan Goldberg  
Title: Chief Executive Officer

AMENDMENT TO SCHEDULE A

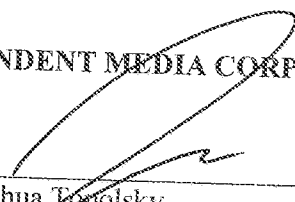
This Amendment to Schedule A to the Assignment, amends and replaces the original SCHEDULE A to the TRADEMARK ASSIGNMENT (the "Assignment") between Independent Media Corp., a Delaware corporation, and BDG Media, Inc., a Delaware corporation, and is also made and entered into as of March 28, 2019. All other terms and provisions of the Assignment remain in full force and effect.

Trademark Applications and Registrations:


MARK	APP. DATE	APP. NO.	REG. DATE	REG. NO.	JURIS DICTI ON
IT'S NOT FOR EVERYONE. IT'S FOR YOU.	12/2/2016	87976584	3/6/2018	5420022	USA
THE OUTLINE	12/2/2016	87255541	8/7/2018	5536503	USA
THE OUTLINE	12/2/2016	87976585	3/6/2018	5420023	USA

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

**INDEPENDENT MEDIA CORP.**

By:   
Name: Joshua Topolsky  
Title: Chief Executive Officer

**BDG MEDIA, INC.**

By:   
Name: Bryan Goldberg  
Title: Chief Executive Officer