

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM558060

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Entire Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
YellowHammer Media Group, Inc.		11/01/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	YellowHammer Media Holdings LLC		
<b>Street Address:</b>	53 Bridge Street, Suite 701		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11201		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4920697	YELLOWHAMMER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4756		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Jay daSilva		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1177159 TM		
<b>NAME OF SUBMITTER:</b>	Karen Cottrell		
<b>SIGNATURE:</b>	/Karen Cottrell/		
<b>DATE SIGNED:</b>	01/17/2020		
<b>Total Attachments: 5</b>			
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## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This **TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT** (this "Assignment"), effective as of November 1, 2019 ("Effective Date"), is by and between YellowHammer Media Group Inc., a Delaware corporation (the "Assignor"), and YellowHammer Media Holdings LLC, a Delaware limited liability company (the "Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of the Effective Date, by and among Assignor, Assignee, Charles Hagan Major, Jeremy Elbaum, and Joseph Hirsch (the "Purchase Agreement"), Assignor agreed to sell and Assignee agreed to purchase the Purchased Assets, in each case, on the terms and subject to the conditions contained in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to sell, convey, assign, transfer and deliver all of its right, title and interest in, to and under all of the Trademarks and domain names included in the Purchased Assets, including the Trademarks and domain names set forth on Exhibit A hereto (the "Assigned IP"), to Assignee, and Assignee desires to acquire all such right, title and interest in, to and under such Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee all right, title and interest in, to and under (i) the Assigned IP, together with all goodwill associated therewith, in each case to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, (ii) all rights to sue, claim and recover for past, present and future infringement, dilution, passing off or misappropriation of any Assigned IP, and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing.
3. Assignor shall execute all documents and take all actions as may be necessary or desirable to enable Assignee to prosecute, perfect, enforce, defend, register and/or record its right, title and interest in, to and under the Assigned IP, in each case, at the sole cost and expense of Assignor. In the event that Assignor fails to execute any such document or take any such action as set forth in the preceding sentence, Assignor hereby designates Assignee as Assignor's agent, and hereby grants to Assignee a power of attorney with full power of substitution, which power of attorney shall be deemed coupled with an interest, for the purpose of executing such documents or taking such actions.
4. Assignor hereby authorizes and requests the officials of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record and register Assignee as assignee and owner of all right, title and interest in, to and under the Trademarks included in the Assigned IP.

5. Immediately after the Effective Date, Assignor shall transfer any and all domain names included in the Assigned IP from Assignor's account to Assignee's account (such that Assignee will be listed as the registrant and/or owner of such domain names in the applicable registrar) and shall deliver to Assignee all necessary Auth-Info codes and all other required passwords necessary to unlock and control such domain names.
6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to the choice of law principles thereof. This Assignment is binding upon, and inures to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No waiver, modification or change of any provision of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.
7. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

**AS ASSIGNOR:**

**YELLOWHAMMER MEDIA GROUP INC.**

By:  \_\_\_\_\_

Name: Joseph Hirsch

Title: Chief Executive Officer

**AS ASSIGNEE:**

**YELLOWHAMMER MEDIA  
HOLDINGS LLC**

By: \_\_\_\_\_

Name:

Title:

*[Signature Page to Trademark and Domain Name Assignment Agreement]*

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have caused this Assignment to be duly executed and delivered as of the Effective Date.

**AS ASSIGNOR:**

**YELLOWHAMMER MEDIA GROUP INC.**

By: \_\_\_\_\_

Name: Joseph Hirsch  
Title: Chief Executive Officer

**AS ASSIGNEE:**

**YELLOWHAMMER MEDIA  
HOLDINGS LLC**

By: Amir Mirza

Name: Amir Mirza  
Title: CFO

*[Signature Page to Trademark and Domain Name Assignment Agreement]*

**EXHIBIT A**

**ASSIGNED IP**

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Application Date</u>	<u>Registration Date</u>
Yellowhammer (service mark)	U.S.	86509726	4,920,697	January 21, 2015	March 22, 2016

Domain Names

- www.yhmg.com
- www.ctrltower.com
- www.yellowhammermg.com
- www.clickhype.com
- www.omnitarget.com
- www.buckets.com