

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560233

<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>
SpinMedia LLC		01/15/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Stereogum Media LLC		
<b>Street Address:</b>	100 North Crescent Drive		
<b>City:</b>	Beverly Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90210		
<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>Serial Number:</b>	76677937	STEREOGUM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2126030490		
<b>Email:</b>	dc@robinsonbrog.com		
<b>Correspondent Name:</b>	David Cykiert		
<b>Address Line 1:</b>	875 3rd Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	David Cykiert		
<b>SIGNATURE:</b>	/David Cykiert, Esq./		
<b>DATE SIGNED:</b>	02/04/2020		
<b>Total Attachments: 4</b>			
source=Valence - Stereogum Sale - IP Assignment Agreement (Executed - 1.15.20 - DC Version) (01044975x9FBDB)#page1.tif			
source=Valence - Stereogum Sale - IP Assignment Agreement (Executed - 1.15.20 - DC Version) (01044975x9FBDB)#page2.tif			
source=Valence - Stereogum Sale - IP Assignment Agreement (Executed - 1.15.20 - DC Version) (01044975x9FBDB)#page3.tif			

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**ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “*Assignment*”) is made as of January 15, 2020, by and among SpinMedia LLC, a Delaware limited liability company (the “*Assignor*”), and Stereogum Media LLC, a Delaware limited liability company (the “*Assignee*”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

**RECITALS**

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among the Parties (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, among other things, the Intellectual Property; and

**WHEREAS**, this Assignment is being executed and delivered pursuant to Section 2.5(a) of the Purchase Agreement.

**NOW, THEREFORE**, in accordance with the Purchase Agreement and in consideration of the premises and the mutual agreements and covenants set forth in this Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby sell, transfer, assign, convey, and deliver to Assignee, and Assignee does hereby accept, all of Assignor’s right, title and interest in, to and under the Intellectual Property set forth on Schedule A hereto, together with all goodwill associated therewith.

2. Binding Effect; Benefit. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Assignment is intended to confer any rights, benefits, remedies, obligations or liabilities upon any Person other than the parties hereto and their respective successors and permitted assigns.

3. Provisions of Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. The internal laws of the State of New York (without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any other jurisdiction) govern all matters arising out of or relating to this Assignment, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom or related thereto.

5. Counterparts. The parties hereto may execute this Assignment in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement. This Assignment is effective upon delivery of one executed counterpart from each party to the other parties. The signatures of all parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending party's signature(s) is as effective as signing and delivering the counterpart in person.

*[Signatures appear on following page.]*

IN WITNESS WHEREOF, this Intellectual Property Assignment is executed as of the day and year first written above.

**ASSIGNOR**

**SpinMedia LLC**

By: MRC Media Entertainment Group, LLC, its sole member

By: MRC Media, LLC, its sole member

By: MRC Media Holdings, LLC, its sole member

By: Mirror Media IP Holdings, LLC, its sole member

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

Name: Asif Satchu

Title: Authorized Signatory

**ASSIGNEE**

**Stereogum Media, LLC**

By: SpinMedia, LLC, its sole member

By: MRC Media Entertainment Group, LLC, its sole member

By: MRC Media, LLC, its sole member

By: MRC Media Holdings, LLC, its sole member

By: Mirror Media IP Holdings, LLC, its sole member

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

Name: Asif Satchu

Title: Authorized Signatory

*[Signature Page to IP Assignment Agreement]*

SCHEDULE A

INTELLECTUAL PROPERTY

Trademarks

Mark	Matter Code	Status	Intl Class	Description	Appl./ Serial No.	File Date	Reg. No.	Reg. Date	Country
Stereo Gum	T0003A	REGISTERED	035	Providing a web site which features advertisements for the goods and services of others on a global computer network	76/677,937	6/7/2007	3,376,848	2/5/2008	UNITED STATES
Stereo Gum	T0003A	REGISTERED	041	Online journals, namely, blogs featuring popular music and entertainment; entertainment services, namely, providing a web site featuring musical performances, musical videos, related film clips, photographs, and other multimedia materials	76/677,937	6/7/2007	2/5/2008	2/5/2008	UNITED STATES

Patents

None.

Registered Copyrights

None.