

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM585284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPINMEDIA GROUP, INC.		04/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SPINMEDIA, LLC		
Street Address:	340 MADISON AVENUE, 6TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10173		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4422565	DEATHANDTAXES	
CORRESPONDENCE DATA			
Fax Number:	9498556371		
<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>			
Phone:	949-855-1246		
Email:	gdelgadillo@stetinalaw.com		
Correspondent Name:	STETINA BRUNDA GARRED & BRUCKER		
Address Line 1:	75 ENTERPRISE, SUITE 250		
Address Line 4:	ALISO VIEJO, CALIFORNIA 92656		
NAME OF SUBMITTER:	ERIC L. TANEZAKI		
SIGNATURE:	/Eric L. Tanezaki/		
DATE SIGNED:	07/08/2020		
Total Attachments: 3			
source=Fully Executed - Confirmatory Assignment from SpinMedia Group Inc to Spinmedia LLC#page1.tif			
source=Fully Executed - Confirmatory Assignment from SpinMedia Group Inc to Spinmedia LLC#page2.tif			
source=Fully Executed - Confirmatory Assignment from SpinMedia Group Inc to Spinmedia LLC#page3.tif			

CH \$40.00 4422565

CONFIRMATION OF TRADEMARK ASSIGNMENT

This Confirmation of Trademark Assignment (this "Assignment"), is effective as of December 22, 2016 (the "Effective Date"), by and between SpinMedia Group, Inc., a Delaware corporation (the "Assignor"), and SpinMedia, LLC, a Delaware limited liability company (the "Assignee"). Each of the Assignor and Assignee may be referred to hereinafter as a "Party" or together as "Parties".

WITNESSETH:

WHEREAS, the Assignor, the Assignee and Prometheus Global Media, LLC, a Delaware limited liability company, are parties to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated December 22, 2016;

WHEREAS, the trademarks listed on Exhibit A hereto were assigned to SpinMedia Group, Inc. and recorded with the U.S. Patent and Trademark Office under Reel/Frame No. 005946/0441 on December 12, 2016;

WHEREAS, pursuant to the Purchase Agreement, the Assignor agreed to sell, convey, assign, transfer and deliver to the Assignee, and the Assignee agreed to purchase and acquire all of the Assignor's right, title and interest in, to and under, the registered and unregistered trademarks listed on Exhibit A hereto (collectively, the "Assigned Trademarks"), at the Closing.

NOW, THEREFORE, for good and valuable consideration as set out in the Purchase Agreement, the receipt of which is hereby acknowledged, the Assignor and the Assignee do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.
2. Assignment. The Assignor hereby sells, conveys, assigns, transfers, and delivers to the Assignee all of the Assignor's right, title and interest in, to and under the Assigned Trademarks, including all registrations and applications therefor and the goodwill of the portion of the business of Assignor symbolized by the Assigned Trademarks.
3. Terms of the Purchase Agreement. Each of the Assignor and the Assignee by its execution of this Assignment hereby acknowledges and agrees that neither the representations and warranties, nor the rights and remedies of the parties under the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment. In the event of any conflict between the Purchase Agreement and this Assignment, the terms of the Purchase Agreement shall control.
4. Successors and Assigns. No Party may assign or delegate any rights or obligations set forth in this Assignment without the prior written consent of the other Party; provided that the Assignee may assign its rights hereunder to any

Affiliate. This Assignment shall be binding upon the Parties and their respective successors and permitted assigns.

5. Further Actions. Upon the request of a Party, the other Party will execute and deliver, at the requesting Party's expense, any other instruments of transfer and assignment and take any other actions as the requesting Party may reasonably require to more effectively consummate the assignments and assumptions contemplated by this Assignment.

6. Amendment, Waiver and Termination. This Assignment may not be amended, waived or terminated except pursuant to a writing signed by the Parties.

7. Execution in Counterparts. This Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile or electronic mail, and any such counterpart executed and delivered via facsimile transmission or via electronic mail will be deemed an original for all intents and purposes.

8. Jurisdiction; Governing Law. This Assignment will be governed by and construed under the laws of the State of New York without regard to conflicts-of-laws principles that would require the application of any other law. Any legal action or other proceeding brought for the enforcement of this Assignment or because of an alleged breach, dispute, default or misrepresentation regarding any provision of this Assignment shall be brought in the federal or state courts having venue in New York, New York, and each Party irrevocably submits to the jurisdiction of each such court in any such proceeding, and waives any objection it may now or after the Effective Date have to venue or to convenience of forum. The Parties hereto agree that any of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and bargained agreement of the Parties hereto irrevocably to waive any objections to venue or to convenience of forum. Process in any such proceeding may be served on any Party hereto anywhere in the world.

IN WITNESS WHEREOF, each Party hereto has caused this Assignment to be duly executed on its behalf, on the day and year written below.

ASSIGNOR:

SPINMEDIA GROUP, INC.

By: 
Name: **Stephen Blackwell**
Title: **Chief Executive Officer**
Date: **4.22.2020**

ASSIGNEE:

SPINMEDIA LLC

By: 
Name: **Asif Satchu**
Title: **Authorized Signatory**
Date:

Exhibit "A"
Intellectual Property

Registered Trademark:

Trademark	U.S. Trademark Registration No.	Registered
DEATHANDTAXES	4,422,565	October 22, 2013

Unregistered Trademarks:

DEATH AND TAXES

DEATH + TAXES