

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605022

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900498185
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PJ MEDIA, LLC		03/18/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Salem Web Network, LLC
Street Address:	4880 Santa Rosa Road
City:	Camarillo
State/Country:	CALIFORNIA
Postal Code:	93012
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4189823	PJ MEDIA
Registration Number:	4271927	PJ MEDIA
Registration Number:	4389239	FREEDOM ACADEMY
Registration Number:	3191433	PAJAMAS
Registration Number:	3347556	PAJAMASMEDIA
Serial Number:	88297213	PJ MEDIA

CORRESPONDENCE DATA

Fax Number:

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: 8059870400 x4534
Email: scott.hunter@salemmedia.com
Correspondent Name: Salem Web Network, LLC
Address Line 1: 4880 Santa Rosa Road
Address Line 4: Camarillo, CALIFORNIA 93012

NAME OF SUBMITTER:	Scott Hunter
SIGNATURE:	/scott hunter/

DATE SIGNED:	10/26/2020
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Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property ("Assignment") is made as of March 18, 2019 by **PJ Media, LLC**, a Delaware limited liability company ("Assignor") and **Salem Web Network, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated March 1, 2019 (the "Purchase Agreement"), pursuant to which, among other things, Assignor and Assignee have agreed that Assignor will sell and Assignee will acquire certain of the assets and properties of Assignor relating to the ownership, development and operation of the website **pjmedia.com** (the "Business"), and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in and to the Intellectual Property as set forth in Schedule 3.15, including the registered domain names as listed in Schedule 1.1(d) of the Purchase Agreement, copies of which are attached hereto.

NOW, THEREFORE, for good and valuable consideration as recited in the Purchase Agreement, the receipt of which is hereby acknowledged;

1. Assignor does hereby assign to Assignee, and its successors and assigns, and Assignee accepts, all of Assignor's right, title, and interest in and to the Intellectual Property and all registrations thereof, any and all renewals of any of the foregoing and all rights to sue for past infringement and to receive any recoveries therefor.

2. Notwithstanding anything in this Assignment to the contrary, nothing herein shall transfer, convey or assign to Assignee, and Assignor shall retain all right, title and interest in and to the Excluded Assets as defined in Section 1.2 of the Purchase Agreement.

3. Assignor and, by its acceptance hereof, Assignee covenants and agrees to execute such further documents and instruments and to take such additional actions as may reasonably be requested by Assignee or Assignor, as the case may be, to vest in Assignee any and all of the Intellectual Property being transferred hereby and otherwise to effectuate the intent of this Assignment.

4. Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to them in the Purchase Agreement.

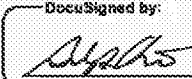
5. This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

[Remainder of this page intentionally left blank. Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered effective as of the date first written above.

PJ MEDIA, LLC

SALEM WEB NETWORK, LLC

DocuSigned by:
By: 
Name: Aubrey Chernick
Title: Manager

By: _____
Name: Christopher J. Henderson
Title: Executive Vice President and
Secretary of SCA License Corporation,
Its Managing Member

SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered effective as of the date first written above.

PJ MEDIA, LLC

SALEM WEB NETWORK, LLC

By: _____
Name: Aubrey Chernick
Title: Manager

By: _____
Name: Christopher J. Henderson
Title: Executive Vice President and
Secretary of SCA License Corporation,
Its Managing Member

SIGNATURE PAGE TO
ASSIGNMENT OF INTELLECTUAL PROPERTY

Schedule 3.15
Intellectual Property
(a)

LOGOS:



p j m e d i a . c o m

Trademarks:

	Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
1	88297213		PJ MEDIA	TSDR	LIVE
2	86592534	4855264	NEXT GEN STARTUPS	TSDR	LIVE
3	86445615	4760214	NEXT GENERATION STARTUPS	TSDR	LIVE
4	86109644		BOOK 2.0	TSDR	DEAD
5	85491487	4189823	PJ MEDIA	TSDR	LIVE
6	85630503	4271927	PJ MEDIA	TSDR	LIVE
7	85630151	4389239	FREEDOM ACADEMY	TSDR	LIVE
8	85630148		PJ FREEDOM ACADEMY	TSDR	DEAD
9	78641782	3191433	PAJAMAS	TSDR	LIVE
10	78965643	3356470	PAJAMASXPRESS	TSDR	DEAD
11	77774115	3809521	PAJAMAS TV	TSDR	DEAD
12	77774110	3792398	PJTV	TSDR	DEAD
13	77133651	3347556	PAJAMASMEDIA	TSDR	LIVE

Schedule 3.15 con't
(b)

Some content on the website is owned by the authors and is licensed on a royalty-free basis to the Seller. Seller has the right to use all of the Intellectual Property without payment to any third party; and Seller's rights in all of such Intellectual Property are freely transferable.

Schedule 1.1(d)
Domain Names

WEBSITES:

<https://www.pjmedia.com>

FACEBOOK PAGES:

PJ Media - <https://www.facebook.com/PJMedia/>

PJ Media Lifestyle -- <https://www.facebook.com/PJMLifestyle/>

TWITTER ACCOUNTS:

PJ Media - https://twitter.com/PJMedia_com

PJ Media Lifestyle -- https://twitter.com/Lifestyle_PJ