

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM605786

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900570808
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Cutting Corporation		02/28/2020	Corporation: D.C.

RECEIVING PARTY DATA

Name:	Recorded Books, Inc.
Doing Business As:	DBA Graphic Audio, LLC
Street Address:	270 Skipjack Road
City:	Prince Frederick
State/Country:	MARYLAND
Postal Code:	20678
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	6001705	GRAPHICAUDIO
Registration Number:	6001690	GRAPHICAUDIO STREAMS
Registration Number:	4692562	GRAPHIC AUDIO
Registration Number:	4059047	A MOVIE IN YOUR MIND
Registration Number:	6013786	ALL IN YOUR MIND
Registration Number:	6001675	G.A.S.P. GRAPHICAUDIO STORY PODCAST
Registration Number:	6006532	GA
Registration Number:	5885817	3D AUDIOBOOK
Serial Number:	88566827	GRAPHICAUDIO
Serial Number:	88566710	GRAPHICAUDIO STREAMS
Serial Number:	86369563	GRAPHIC AUDIO
Serial Number:	85236982	A MOVIE IN YOUR MIND
Serial Number:	88652884	ALL IN YOUR MIND
Serial Number:	88566570	G.A.S.P. GRAPHICAUDIO STORY PODCAST
Serial Number:	88566512	GA
Serial Number:	87418457	3D AUDIOBOOK

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3014444519*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:** 301-654-2887**Email:** acornette@graphicaudio.net**Correspondent Name:** Graphic Audio, LLC/Recorded Books Inc.**Address Line 1:** 7520 Standish Place, Suite 100**Address Line 4:** Rockville, MARYLAND 20855

NAME OF SUBMITTER:	Ranjita Cornette
SIGNATURE:	/ranjita cornette/
DATE SIGNED:	10/29/2020

Total Attachments: 4

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BILL OF SALE

This Bill of Sale (this "Bill of Sale"), dated as of February 28, 2020, is made by and a **GRAPHIC AUDIO, LLC**, a Delaware limited liability company ("RB Buyer"), and **THE CUTTING CORPORATION**, a District of Columbia corporation ("CC Seller").

RECITALS

WHEREAS, RB Buyer and CC Seller, entered into an Asset Purchase Agreement, dated as of February 1, 2020 (the "APA"), by and among RB Buyer, RBN Buyer (as defined in the APA), CC Seller, PTBS Seller (as defined in the APA) and the Key Individuals (as defined in the APA), pursuant to which CC Seller shall agree to sell certain assets of the CC Business (as defined in the APA) to RB Buyer, and RB Buyer shall agree to purchase such assets for the consideration and upon the terms and conditions set forth in the APA; and

WHEREAS, RB Buyer and CC Seller desire to document, and set forth the terms of, the sale, transfer, assignment, conveyance, and delivery of tangible assets included in the CC Purchased Assets (the "Purchased Tangible Assets").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned to them in the APA.
2. Sale. CC Seller hereby irrevocably grants, sells, assigns, transfers, conveys, and delivers to RB Buyer and its successors and assigns forever, effective as of the date of this Bill of Sale, free and clear of any and all Encumbrances other than Permitted Encumbrances, all of the right, title and interest in and to the Purchased Tangible Assets, and RB Buyer, and its successors and assigns, hereby accepts from CC Seller such sale, assignment, transfer, conveyance and delivery of the Purchased Tangible Assets. CC Seller hereby irrevocably designates and appoints RB Buyer as its true and lawful attorney in fact, with full power of substitution and which appointment is coupled with an interest, to act for and on behalf of CC Seller to execute, verify and file any documents, and to do all other lawfully permitted acts, in each case solely as necessary to effect, evidence or perfect the assignment of the Purchased Tangible Assets to RB Buyer. Such powers of attorney are coupled with an interest and are irrevocable by CC Seller.
3. APA. This Bill of Sale is made in accordance with and is subject to all the terms, representations, warranties, covenants, agreements and limitations set forth in the APA. The execution and delivery of this Bill of Sale by the parties hereto shall not in any way limit the rights and obligations of the parties under the APA. In the event of any conflict between the terms of this Bill of Sale and the APA, the APA shall control.
4. Counterparts. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one (1) and the same agreement. A signed copy of this Bill of Sale 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 Bill of Sale.

5. Governing Law; Jurisdiction.

(a) This Bill of Sale shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

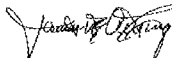
(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS BILL OF SALE OR THE TRANSACTIONS CONTEMPLATED HEREBY MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN THE CITY OF WILMINGTON AND COUNTY OF NEW CASTLE, AND EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

6. Further Assurances. At any time on or after the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Bill of Sale.

IN WITNESS WHEREOF, the undersigned have executed this Bill of Sale as of the date first set forth above.


CC SELLER:

THE CUTTING CORPORATION

By: 
Name: James Cutting
Title: President

RB BUYER:

GRAPHIC AUDIO, LLC

By: 
Name: Tom MacIsaac
Title: Chief Executive Officer

[Signature Page to Bill of Sale]