

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM607561

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexus New Media Corp		11/04/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Nexus Digital		
Street Address:	332 S Michigan Ave, Ste 121 F497		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5066792	NEXUS RADIO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127354430		
Email:	gregory@nexus.radio		
Correspondent Name:	Gregory Schweitzer		
Address Line 1:	332 S Michigan Ave, Ste 121 F497		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Gregory Schweitzer		
SIGNATURE:	/Gregory Schweitzer/		
DATE SIGNED:	11/09/2020		
Total Attachments: 4			
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OP \$40.00 5066792

Form **LLC-5.5**

Illinois
Limited Liability Company Act
Articles of Organization

FILE # 09429042

Secretary of State Jesse White
Department of Business Services
Limited Liability Division
www.cyberdriveillinois.com

Filing Fee: \$150

Approved By: MME

FILED

NOV 04 2020

Jesse White
Secretary of State

1. Limited Liability Company Name: NEXUS DIGITAL, LLC

2. Address of Principal Place of Business where records of the company will be kept:
332 S MICHIGAN AVE, #121-F497

CHICAGO, IL 60604

3. The Limited Liability Company has one or more members on the filing date.

4. Registered Agent's Name and Registered Office Address:

MANUEL ESPARZA
332 S MICHIGAN AVE STE 121
CHICAGO, IL 60604-4302

5. Purpose for which the Limited Liability Company is organized:

"The transaction of any or all lawful business for which Limited Liability Companies may be organized under this Act."

6. The LLC is to have perpetual existence.

7. Name and business addresses of all the managers and any member having the authority of manager:

GREGORY SCHWEITZER
332 S MICHIGAN AVE, STE 121
CHICAGO, IL 60604

MANUEL ESPARZA
332 S MICHIGAN AVE, STE 1034 F
CHICAGO, IL 60604

8. **Name and Address of Organizer**

I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Organization are to the best of my knowledge and belief, true, correct and complete.

Dated: NOVEMBER 04, 2020

GREGORY SCHWEITZER
332 S MICHIGAN AVE, STE 121
CHICAGO, IL 60604

FORM OF TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "**Agreement**") dated as of November 4, 2020 between Nexus New Media Corporation, a Illinois corporation ("**Assignor**"), and Nexus Digital, LLC, a Illinois limited liability company ("**Assignee**", and each of Assignor and Assignee, a "**Party**").

WHEREAS, Assignee has announced approval by its Board of Directors of the spin-off of **Nexus Digital** ("**SpinCo**"), its wholly-owned subsidiary and parent of Assignor, into an independent and separately company (the "**Spin-Off**"); and

WHEREAS, in connection with the Spin-Off, Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Assigned Marks (as defined below).

NOW, THEREFORE, for the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts and assumes from Assignor, all of Assignor's right, title and interest in and to (i) the trademarks set forth in Schedule A hereto, (ii) any trademark, service mark, trade name, domain name or other source identifier that is a derivative of or confusingly similar to any of the trademarks set forth in Schedule A hereto, (iii) any other trademark, service mark, trade name, domain name or other source identifier that contains the term "Murphy", the rowel design set forth in Schedule A hereto or any term, design or other source identifier that is a derivative of or confusingly similar to the term "Murphy" or the rowel design set forth in Schedule A hereto, (iv) any registration or application for registration of any of the foregoing (including the registrations and applications for registration set forth in Schedule A hereto), and (v) any goodwill associated with any of the foregoing (collectively, the "**Assigned Marks**").

2. Cooperation. The Parties shall, and shall cause their employees, affiliates, successors and assigns to, execute all documents and take all additional steps reasonably necessary to effect the intent of this Agreement.

3. DISCLAIMER; LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE ASSIGNED MARKS ARE ASSIGNED AND ASSUMED ON AN "AS IS" BASIS WITH NO REPRESENTATIONS OR WARRANTIES, AND ASSIGNOR HEREBY EXCLUDES AND DISCLAIMS ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY KIND

WITH RESPECT TO THE ASSIGNED MARKS, INCLUDING THOSE REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF DEALING OR TRADE USAGE. ASSIGNOR SHALL NOT BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT EVEN IF ASSIGNEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

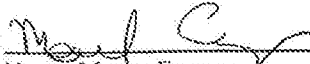
4. General Provisions. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement (along with its Schedule) constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect thereto. This Agreement may not be supplemented, altered, or modified in any manner except by a writing signed by the Parties. The failure of a Party to enforce any terms or provisions of this Agreement shall not result in the waiver by such Party of any of its rights under such terms or provisions. If any provision of this Agreement is determined to be invalid or unenforceable, then the remainder of the Agreement shall remain valid and enforceable as if the Agreement did not contain the invalid or unenforceable provision.

5. Governing Law. This Agreement shall be subject to and governed by the laws of the State of Illinois without regard to the conflict of law rules of such state.

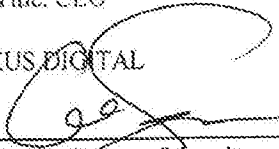
[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed, or have caused to be executed, this Agreement as of the date first above written.

NEXUS NEW MEDIA CORP

By: 
Name: Manly Esparza
Title: CEO

NEXUS DIGITAL

By: 
Name: Gregory Schweitzer
Title: Vice President

Schedule A

<u>Country</u>	<u>Mark</u>	<u>Status</u>	<u>Serial No</u>	<u>Registration No</u>
US	Nexus Radio	Registered	86593462	5066792