

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Emmis Radio, LLC		02/04/2021	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	KPWR Radio, LLC		
Doing Business As:	Power 106		
Street Address:	2600 W. Olive Ave. Suite 800		
City:	Burbank		
State/Country:	CALIFORNIA		
Postal Code:	91505		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86532472	ARE YOU DOWN?	
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:	5627452312		
Email:	mweitz@meruelogroup.com		
Correspondent Name:	Matthew J. Weitz, Esq.		
Address Line 1:	9550 FIRESTONE BOULEVARD SUITE 105		
Address Line 4:	Downey, CALIFORNIA 90241		
NAME OF SUBMITTER:	Matthew J Weitz		
SIGNATURE:	/Matthew J Weitz/		
DATE SIGNED:	02/04/2021		
Total Attachments: 2			
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OP \$40.00 86532472

TRADEMARK ASSIGNMENT

This Assignment of Trademark is entered this 4th day of February 2021, between Emmis Radio, LLC ("Assignor") and KPWR Radio, LLC ("Assignee").

WHEREAS, Assignor is the owner of the actual trademark identified as follows: "ARE YOU DOWN" Serial Number 86532472 and Registration Number 4894455, for use in classes IC 041. US 100, 101, 107 G & S Entertainment services, namely, an ongoing series featuring contests provided through radio broadcasts (the "Trademark"); and

WHEREAS, Assignor has agreed to transfer all right and title in and to the Trademark to Assignee for good and valuable consideration in connection with the an asset purchase agreement between Assignor and Assignee;

WHEREAS, Assignor wishes to transfer the entire right, title, and interest in the Trademark in perpetuity pursuant to that purchase agreement;

NOW, THEREFORE, the parties agree as follows:

1. Assignment. Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
2. Consideration. The parties acknowledge the receipt and sufficiency of consideration for this assignment as provided for in the asset purchase agreement between the parties.
3. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. There are no amendments, exhibits, or additional terms, except as explicitly mentioned here: None.
4. Amendment. This Agreement may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.
5. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.
6. Agreement to Perform Necessary Acts. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

