

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628895

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
P-MRC Music, LLC		10/15/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Vibe Media Publishing, LLC		
<b>Street Address:</b>	11175 Santa Monica Blvd., 11175 Santa Monica Blvd.		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90025		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2303664	VIBE	
<b>Registration Number:</b>	3745439	VIBE	
<b>Serial Number:</b>	87912153	VIBE	
<b>Serial Number:</b>	75267799	VIBE	
<b>Serial Number:</b>	85873740	VIBE VIXEN	
<b>Registration Number:</b>	5680787	VIBE VIXEN	
<b>Registration Number:</b>	3663561	VSESSIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2152799389		
<b>Email:</b>	jordan.lavine@flastergreenberg.com		
<b>Correspondent Name:</b>	Jordan A LaVine		
<b>Address Line 1:</b>	100 Front Street, Suite 100		
<b>Address Line 2:</b>	One Tower Bridge		
<b>Address Line 4:</b>	Conshohocken, PENNSYLVANIA 19428		
<b>NAME OF SUBMITTER:</b>	Jordan LaVine		
<b>SIGNATURE:</b>	/jordan lavine/		

OP \$190.00 2303664

<b>DATE SIGNED:</b>	03/01/2021
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**Total Attachments: 5**

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## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this “Agreement”) is made and entered into as of October 15, 2020, by and between P-MRC Music, LLC (f/k/a MRC Media, LLC), a Delaware limited liability company (“Contributor”), and Vibe Media Publishing, LLC, a Delaware limited liability company (“Vibe Media”).

WHEREAS, pursuant to that certain Distribution Agreement dated as of September 30, 2020 (the “Initial Vibe Distribution Agreement”) by and between MRC Media Entertainment Group, LLC (“MMEG”) and SpinMedia, LLC, a Delaware limited liability company (“Spin”), Spin distributed, transferred, assigned and delivered to Contributor the Assets and Liabilities (in each case, as defined therein), including, without limitation, the registered trademarks, trademark applications and other assets set forth on Annex A attached hereto;

WHEREAS, pursuant to that certain Distribution Agreement dated as of September 30, 2020 by and between MMEG and Contributor (then known as MRC Media, LLC), MMEG distributed, transferred, assigned and delivered to Contributor the Assets and Liabilities immediately following the consummation of the transactions contemplated by the Initial Vibe Distribution Agreement; and

WHEREAS, the parties hereto desire that Contributor transfer, assign and deliver to Vibe Media, and Vibe Media accept, assume and receive from Contributor, all right, title and interest in and to the Assets and Liabilities.

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

1. Contribution. Effective as of the date hereof, Contributor hereby contributes, transfers, assigns and delivers to Vibe Media, and Vibe Media hereby accepts, acquires, assumes and receives from Contributor, (i) all right, title and interest in and to the Assets (including, without limitation, the registered trademarks, trademark applications and other assets set forth on Annex A attached hereto, together with the goodwill of the business connected with the use of, and symbolized by, such registered trademarks, trademark applications and assets) and (ii) all of the Liabilities (such contribution of the Assets and Liabilities by Contributor and acceptance by the Vibe Media, the “Contribution”).

2. Representations and Warranties. Each of the parties hereby represents and warrants to the other party that it has all requisite power and authority to execute and deliver, and to perform all of its obligations under, this Agreement.

3. Tax Treatment. Each of Contributor and Vibe Media intends that the Contribution be treated as disregarded for U.S. federal income tax purposes.

4. Entire Agreement; Amendments. This Agreement supersedes all other prior oral or written agreements between the parties hereto with respect to the matters set forth herein, and this

Agreement contains the entire understanding of the parties with respect to the matters set forth herein and, except as specifically set forth herein, none of the parties hereto makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended other than by an instrument in writing signed by each of the parties hereto. No provision of this Agreement may be waived other than by an instrument in writing signed by the party against whom enforcement is sought. The failure of any party to enforce any provision of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement.

5. Successors and Assigns. Except as otherwise expressly provided herein, all covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto will bind and inure to the benefit of the respective successors and assigns of such parties whether so expressed or not.

6. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule in any jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegality or unenforceability in such jurisdiction, without invalidating the remainder of this Agreement in such jurisdiction or any provision hereof in any other jurisdiction.

7. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same Agreement.

8. Descriptive Heading. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

9. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware.

10. WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

\* \* \* \* \*

IN WITNESS WHEREOF, the undersigned parties have executed and delivered this Contribution Agreement as of the date first set forth above.

**P-MRC MUSIC, LLC**

By: 

Name: Todd Greene

Title: EVP Business Affairs

**VIBE MEDIA PUBLISHING, LLC**

By: 

Name: Daniel Feinberg

Title: VP, Associate General Counsel

## Annex A

### Assets

#### Registered Trademarks and Trademark Applications

MARK	Country	Appl. No.	File Date	Reg. No.	Reg. Date	Class	Status
VIBE	CANADA	1163727	01/03/2003	TMA793,016	03/16/2011	016,041	REGISTERED
VIBE	CANADA	0800992	01/03/1996	TMA526,485	04/10/2000	016	REGISTERED
VIBE	CANADA	1357303	06/26/2007	TMA982,955	10/16/2017	016,025,025	REGISTERED
VIBE	EUROPEAN UNION	003754769	04/08/2004	003754769	11/16/2006	009,041	REGISTERED
VIBE	EUROPEAN UNION	000086009	04/01/1996	000086009	01/25/1999	009,016,041	REGISTERED
VIBE	UNITED KINGDOM	UK00002360961	04/08/2004	UK00002360961	08/28/2009	009,016,041	REGISTERED
VIBE	UNITED STATES	75/486,958	05/18/1998	2,303,664	12/28/1999	042	REGISTERED
VIBE	UNITED STATES	78/625,633	05/09/2005	3,745,439	02/02/2010	041	REGISTERED
VIBE (Stylized)	CANADA	1284250	12/22/2005	TMA949,283	09/14/2016	016,041	REGISTERED
VIBE (Stylized)	CHINA	37044254	03/25/2019			038	PENDING
VIBE (Stylized)	CHINA	39485663	07/08/2019			009	PENDING
VIBE (Stylized)	CHINA	39485662	07/08/2019			016	PENDING
VIBE (Stylized)	CHINA	39485661	07/08/2019			035	PENDING
VIBE (Stylized)	CHINA	39485660	07/08/2019			041	PENDING
VIBE (Stylized)	HONG KONG	304812372	01/24/2019			041,043	PENDING
VIBE (Stylized)	MACAU	N/149661	01/23/2019	N/149661	06/26/2019	043	REGISTERED
VIBE (Stylized)	MACAU	N/149660	01/23/2019	N/149660	08/12/2019	041	REGISTERED
VIBE (Stylized)	UNITED STATES	87/912,153	05/08/2018			009,041,045	ALLOWED
VIBE (Stylized)	UNITED STATES	75/267,799	04/01/1997	2,144,655	03/17/1998	016	REGISTERED

VIBE VIXEN	UNITED STATES	85/873,740	03/12/2013	5,670,654	02/05/2019	009,041	REGISTERED
VIBE VIXEN (Stylized)	UNITED STATES	85/874,643	03/13/2013	5,680,787	02/19/2019	009,041	REGISTERED
VSESSIONS	UNITED STATES	77/659,401	01/29/2009	3,663,561	08/04/2009	041	REGISTERED

**Domain Names**

vibe.audio
vibe.com
vibe.com.cn
vibechina.com
vibelive.cn
vibelive.com
vibemagazine.com
vibeviva.com
vibevixen.com

**Social Media**

<b>Facebook</b>	<a href="http://www.facebook.com/vibe">www.facebook.com/vibe</a>
	<a href="http://www.facebook.com/VIBE-Vixen">www.facebook.com/VIBE-Vixen</a>
	<a href="http://www.facebook.com/vibeviva">www.facebook.com/vibeviva</a>
<b>Twitter</b>	<a href="http://www.twitter.com/VibeMagazine">www.twitter.com/VibeMagazine</a>
	<a href="http://www.twitter.com/vibe_viva">www.twitter.com/vibe_viva</a>
	<a href="http://www.twitter.com/vibevixen">www.twitter.com/vibevixen</a>
<b>Instagram</b>	<a href="http://www.instagram.com/vibemagazine">www.instagram.com/vibemagazine</a>
	<a href="http://www.instagram.com/vibeviva">www.instagram.com/vibeviva</a>
	<a href="http://www.instagram.com/vibevixen">www.instagram.com/vibevixen</a>
<b>YouTube</b>	<a href="http://www.youtube.com/vibe">www.youtube.com/vibe</a>