

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM661287

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT		
<b>EFFECTIVE DATE:</b>	06/01/2021		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
1145 Holdings LLC		07/09/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jet Media Group, LLC		
<b>Street Address:</b>	3309 Collins Lane		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40245		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90600558	JET	
<b>Registration Number:</b>	1206138	JET	
<b>Registration Number:</b>	0563152	JET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5025610442		
<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>	5025841135		
<b>Email:</b>	jray@middletonlaw.com		
<b>Correspondent Name:</b>	Julie Ray		
<b>Address Line 1:</b>	401 S. Fourth Street		
<b>Address Line 2:</b>	Suite 2600		
<b>Address Line 4:</b>	Louisville, KENTUCKY 40202		
<b>NAME OF SUBMITTER:</b>	Julie Gregory Ray		
<b>SIGNATURE:</b>	/Julie Gregory Ray/		
<b>DATE SIGNED:</b>	07/20/2021		
<b>Total Attachments: 7</b>			
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**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This Nunc Pro Tunc Trademark Assignment (“**Trademark Assignment**”), effective as of June 1, 2021 (“**Effective Date**”), is by and between **1145 Holdings LLC**, a limited liability company organized under the laws of the State of Delaware, with an address of 3309 Collins Lane, Louisville, Kentucky 40245 (“**Assignor**”), and **Jet Media Group, LLC**, a limited liability company organized under the laws of the State of Delaware, with an address of 3309 Collins Lane, Louisville, Kentucky 40245 (“**Assignee**”).

**RECITALS**

WHEREAS, as of June 1, 2021, Assignor was the owner of all right, title, and interest in and to the trademarks and service marks set forth on Schedule A hereto, together with the goodwill of the business associated therewith, and the corresponding applications and registrations thereof (collectively referred to as the “**Trademarks**”).

WHEREAS, Assignee is a successor to the ongoing and existing portion of the business to which the Trademarks pertain such that assignment of any pending applications filed on an “intent to use” basis with the United States Patent & Trademark Office would be allowable pursuant to Section 10(a)(1) of the Lanham Act, and the Parties now wish to memorialize Assignor’s assignment of all right, title and interest in and to the Trademarks to the Assignee, effective as of June 1, 2021.

NOW, THEREFORE, in consideration of one dollar (U.S. \$1.00) other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby evidence and memorialize its assignment unto Assignee of:

1. Assignor’s entire worldwide right, title and interest in and to the Trademarks, together with the goodwill respectively symbolized thereby, as well as any and all trademark/service mark applications and registrations, associated therewith, all as listed on Schedule A attached hereto and made a part hereof, together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with Assignor’s entire right, title and interest in, as well as the goodwill of the business associated with, the Trademarks being assigned to Assignee, are any and all rights and privileges in the United States, as well as throughout the entire world, associated with same, including the right to sue for any and all past infringements which may have occurred at any time up to the date of this Agreement.
2. Assignor hereby requests the United States Patent and Trademark Office and equivalent government authorities in located in foreign countries to record this Trademark Assignment.
3. From time to time, as and when requested by the Assignee, Assignor will execute further papers and do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to all of the Trademarks in the Assignee and to facilitate the recordation of same

before the United States Patent and Trademark Office and equivalent government authorities in located in foreign countries. In the event the Assignee (or its designee) is unable for any reason, after reasonable effort, to secure Assignors' signatures on any document needed in connection with the actions specified in this paragraph, Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as said Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and in said Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Trademark Assignment with the same legal force and effect as if executed by said Assignor.

4. This Trademark Assignment shall be governed by and construed in accordance with the domestic 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) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

5. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignors and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

6. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or equivalent government authorities in located in foreign countries throughout the world.

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IN WITNESS WHEREOF, the undersigned have executed this Nunc Pro Tunc Trademark Assignment to be effective as of the Effective Date.

**ASSIGNOR:**

1145 HOLDINGS LLC

*Ulysses L. Bridgeman, Jr.*  
Name: Ulysses L. Bridgeman, Jr.

Title: Manager

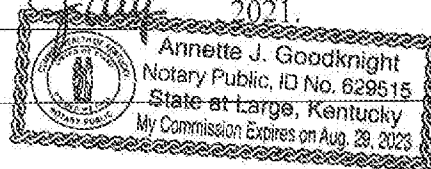
Location: Louisville, Kentucky USA

Dated: July 9, 2021

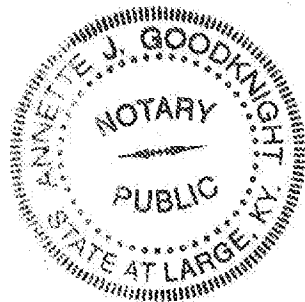
STATE OF KENTUCKY            )  
  ): SS  
COUNTY OF JEFFERSON        )

SUBSCRIBED, SWORN TO and ACKNOWLEDGED before me by ULYSSES L. BRIDGEMAN, JR. on this 9 day of July, 2021.

My Commission Expires: \_\_\_\_\_



*Annette J. Goodknight*  
Notary Public, State-at-Large



ASSIGNEE:

JET MEDIA GROUP, LLC

*Ulysses L. Bridgeman, Jr.*  
Name: Ulysses L. Bridgeman, Jr.

Title: Manager

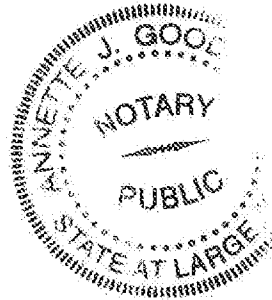
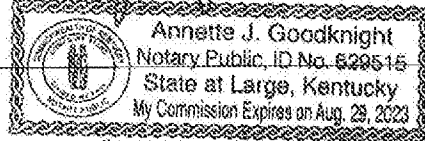
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My Commission Expires:



*Annette J. Goodknight*  
Notary Public, State-at-Large

Schedule A

Trademarks

Country	Mark	Application No./ Registration No.	Filing Date/ Registration Date	Class	Goods/Services
United States	JET	73/281567/(1206138)	October 14, 1980/ (August 24, 1982)	16	magazines featuring news, current events, fashion, sports, cosmetics and beauty care, entertainment, photographic features and business; books featuring black history, culture and achievements; calendars; magazines for children

Country	Mark	Application No./ Registration No.	Filing Date/ Registration Date	Class	Goods/Services
United States	JET	77/518887/(4350374)	July 10, 2008/(June 11, 2013)	9, 25	pre-recorded cds featuring music; pre-recorded digital media featuring educational and entertainment programs on health, finance, beauty, fashion, cosmetics and personal care for men and women, lifestyles, african american artists and subjects of interest to african americans, laser disks and dvds featuring music and musical groups; downloadable features for mobile communication devices, namely, ringtones, wallpaper, animated wallpaper, screensavers, music, music themes, videos and video on demand featuring news, entertainment, and commentary, graphics and computer application software for mobile telephones; downloadable music via the internet and wireless devices. clothing, namely, shirts, t-shirts
United States	JET (SCRIPT)	71/620506/(0563152)	October 26, 1951/ (August 19, 1952)	16	periodical publications
United States	JET BEAUTY	77/565515/(3783278)	September 9, 2008/(May 4, 2010)	16	magazine section in the field of general interest; calendars
United States	JET BEAUTY OF THE WEEK	77/565504/(3675502)	September 9, 2008/	16	magazine section in the field of general interest; calendars



Country	Mark	Application No./ Registration No.	Filing Date/ Registration Date	Class	Goods/Services
United States	JET	90/600,558	3/24/2021	41	Online magazine featuring text, photographic, audio, and video presentations in the fields of art, business, cuisine, culture, dance, events, fashion, film, food, hairstyles, history, leisure, lifestyle content, literature, music, news, finance, politics, popular culture, sports, style, theater, travel, and other topics of interest to the African-American community; Providing a web site featuring text, photographic, audio, and video presentations in the fields of art, business, cuisine, culture, dance, events, fashion, film, food, hairstyles, history, leisure, lifestyle content, literature, music, news, finance, politics, popular culture, sports, style, theater, travel, and other topics of interest to the African-American community; Publication of electronic magazines; Publication of texts, books, magazines and other printed matter