

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM728980

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/2021

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tupelo Media Group, LLC		05/17/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	PowerNation Studios, LLC
Street Address:	445 Dexter Ave., Suite 7000
Internal Address:	Legal Department
City:	Montgomery
State/Country:	ALABAMA
Postal Code:	36104
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	4720786	TRUCK TECH
Registration Number:	4921438	POWERNATION DAILY
Registration Number:	4840948	PN DAILY
Registration Number:	4921440	POWERNATION
Registration Number:	4702363	OFFROAD XTREME
Registration Number:	2982794	POWERBLOCK
Registration Number:	2982030	TOP DEAD CENTER
Registration Number:	4782465	XTREME OFF ROAD
Registration Number:	3042965	XTREME 4X4
Registration Number:	4540824	DETROIT MUSCLE
Registration Number:	5033320	DETROIT MUSCLE
Registration Number:	4404036	2 MIN TECH
Registration Number:	4050576	SEARCH & RESTORE
Registration Number:	3268191	POWERBLOCK
Registration Number:	3415731	MUSCLECAR 1 2 3 4
Registration Number:	2524765	RTM PRODUCTIONS
Registration Number:	2749166	EVERYTHING OUTDOORS

OP \$740.00 4720786

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2543334	HORSE POWER TV
Registration Number:	2491226	THE HORSEPOWER TV AUTO HOW-TO SHOW
Registration Number:	2483921	TRUCKS! TV FOR AMERICA'S TRUCK ENTHUSIAS
Registration Number:	4050455	POWERBLOCK SEARCH & RESTORE
Registration Number:	4265941	2 MIN TECH
Registration Number:	4561336	ENGINE POWER
Registration Number:	6358078	MUSIC CITY TRUCKS
Registration Number:	6374933	MUSIC CITY TRUCKS
Registration Number:	5868553	POWERBLOCK
Registration Number:	6120477	CARCASSTV
Registration Number:	6232043	XOR
Serial Number:	90204277	MCT

CORRESPONDENCE DATA

Fax Number:

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: 2052263404

Email: ppsmith@balch.com

Correspondent Name: Pam P Smith

Address Line 1: 1901 Sixth Ave N Ste 1500

Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER: Pam P Smith

SIGNATURE: /ppsmith/

DATE SIGNED: 05/19/2022

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS
NUNC PRO TUNC

WHEREAS, Tupelo Media Group, LLC (f/k/a Tupelo Honey Raycom, LLC), a Delaware limited liability company (“Tupelo” or “Assignor”), is the record owner of certain marks registered in the U.S. Patent & Trademark Office (“Registered Marks”), certain marks in use for which trademark registration applications have been filed in the U.S. Patent & Trademark Office (“Trademark Applications”), and certain marks for which Assignor has a bona fide intent to use and for which intent-to-use trademark registration applications have been filed in the U.S. Patent & Trademark Office (“ITU Trademark Applications”), including, without limitation, the marks, registrations, and applications identified or set forth in Schedule A attached hereto;

WHEREAS, on or about December 31, 2021, pursuant to a Distribution Agreement (the “Agreement”), the Assignor distributed, assigned, and transferred to PowerNation Studios, LLC, a Delaware limited liability company (“Assignee”) all contracts and real, personal, and mixed assets, both tangible and intangible, owned, leased, used, or otherwise held by RTM Studios, and as a result Assignor transferred all its interest in the said Registered Marks, Trademark Applications, and ITU Trademark Applications together with the goodwill of the business symbolized by the marks and the above-identified registrations thereof to Assignee by operation of law; and

WHEREAS, Assignee became the sole and entire owner of the marks, including the Registered Marks, the Trademark Applications, the ITU Trademark Applications, the goodwill of the business symbolized by said marks, and the portion of the business of the Assignor to which the marks of the ITU Trademark Applications pertain; and

WHEREAS, Assignor now desires to enter into this Assignment Nunc Pro Tunc formalizing the prior transfer to Assignee of the marks, associated goodwill, Registered Marks, Trademark Applications, ITU Trademark Applications, and portion of the business of each Assignor to which the marks of the ITU Trademark Applications pertain, including, without limitation, as identified above and in Schedule A, in a form acceptable for recordation by the U.S.

Patent & Trademark Office; WHEREAS, Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdiction to record and register this Assignment upon request by Assignee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor does assign, convey, and transfer unto Assignee the entire right, title and interest in and to said marks, registrations and applications thereof, including all renewals and extensions of any such application, registration, and filing, the right to receive royalties, the right to sue for damages and other remedies in respect of any infringement of the marks which may have occurred before the effective date of this assignment, together with the goodwill of the business symbolized by said marks. This assignment is expressly made NUNC PRO TUNC, and this assignment is to have the same legal force and effect as if executed on December 31, 2021. This assignment is subject in all events to the terms and conditions of the Distribution Agreement. In the event of a conflict or inconsistency between this assignment and the Distribution Agreement, the terms of the Distribution Agreement will prevail. Nothing in this assignment is intended to waive, modify, expand or limit the terms and conditions of the Distribution Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this assignment as of May 17, 2022.

ASSIGNORS:

Tupelo Media Group, LLC (f/k/a Tupelo Honey Raycom, LLC)

By: Ellenahh Yelverton
Name: Ellenahh Yelverton
Title: Secretary

ASSIGNEE:

PowerNation Studios, LLC

By: Ellenahh Yelverton
Name: Ellenahh Yelverton
Title: Secretary

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF MONTGOMERY

Before me, the undersigned attesting officer duly authorized to administer oaths, a Notary Public in and for the county aforesaid, on this 17th day of May, 2022, personally appeared Ellenann Yelverton, to me known personally, and who, being by me duly sworn, deposes and says that she is the Secretary of Tupelo Media Group, LLC (f/k/a Tupelo Honey Raycom, LLC), a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said company by authority of its Board of Managers, and said person acknowledged said instrument to be the free act and deed of said corporation.

Deborah Motter
NOTARY PUBLIC

(SEAL)

My Commission Expires:

Notary Public, State of Alabama at Large
My Commission Expires: February 12, 2024
Bonded through Merchants Bonding Company (Mutual)

SCHEDULE A

USPTO Assignee	New Entity Name	Trademark/Service Mark Name	Registration #
Tupelo Media Group, LLC.	PowerNation Studios	TRUCK TECH (stylized)	4720786
Tupelo Media Group, LLC.	PowerNation Studios	POWER NATION DAILY	4921438
Tupelo Media Group, LLC.	PowerNation Studios	PN DAILY	4850948
Tupelo Media Group, LLC.	PowerNation Studios	POWERNATION	4921440
Tupelo Media Group, LLC.	PowerNation Studios	OFFROAD EXTREME	4702363
Tupelo Media Group, LLC.	PowerNation Studios	POWERBLOCK	2982794
Tupelo Media Group, LLC.	PowerNation Studios	TOP DEAD CENTER	2982030
Tupelo Media Group, LLC.	PowerNation Studios	XTREME OFF ROAD	4782465
Tupelo Media Group, LLC.	PowerNation Studios	XTREME 4X4	3042965
Tupelo Media Group, LLC.	PowerNation Studios	DETROIT MUSCLE	4540824
Tupelo Media Group, LLC.	PowerNation Studios	DETROIT MUSCLE	5033320
Tupelo Media Group, LLC.	PowerNation Studios	2 MIN TECH	4404036
Tupelo Media Group, LLC.	PowerNation Studios	SEARCH & RESTORE	4050576
Tupelo Media Group, LLC.	PowerNation Studios	POWERBLOCK	3268191
Tupelo Media Group, LLC.	PowerNation Studios	MUSCLECAR 1 2 3 4	3415731
Tupelo Media Group, LLC.	PowerNation Studios	RTM Productions	2524765
Tupelo Media Group, LLC.	PowerNation Studios	EVERYTHING OUTDOORS	2749166
Tupelo Media Group, LLC.	PowerNation Studios	HORSE POWER TV	2543334
Tupelo Media Group, LLC.	PowerNation Studios	THE HORSEPOWER TV AUTO HOW-TO-SHOW	2491226
Tupelo Media Group, LLC.	PowerNation Studios	TRUCKS! TV FOR AMERICA'S TRUCK ENTHUSIASTS	2483921
Tupelo Media Group, LLC.	PowerNation Studios	POWERBLOCK SEARCH & RESTORE	4050455
Tupelo Media Group, LLC.	PowerNation Studios	2 Min Tech	4265941
Tupelo Media Group, LLC.	PowerNation Studios	ENGINE POWER	4702363
Tupelo Media Group, LLC.	PowerNation Studios	Off Road Extreme	4702363
Tupelo Media Group, LLC.	PowerNation Studios	Music City Trucks	6358078
Tupelo Media Group, LLC.	PowerNation Studios	Music City Trucks	6374933
Tupelo Media Group, LLC.	PowerNation Studios	POWERBLOCK	5868553
Tupelo Media Group, LLC.	PowerNation Studios	CarcassTV	6120477
Tupelo Media Group, LLC.	PowerNation Studios	XOR	6232043
Tupelo Media Group, LLC.	PowerNation Studios	MCT	9024277