

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM730309

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Q101, LLC		04/15/2022	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Chicago FM Radio Assets, LLC		
Street Address:	780 Johnson Ferry Road, Floor 5		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30342		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4264283	Q101	
Registration Number:	4304276	Q101.COM	
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:	925-230-8814		
Email:	sftrademarks@amplitudeip.com		
Correspondent Name:	Robert B. Burlingame		
Address Line 1:	182 Howard Street, #2		
Address Line 2:	Calendar/Docketing Department		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	057273-0459517		
NAME OF SUBMITTER:	Robert B. Burlingame		
SIGNATURE:	/Robert B. Burlingame/		
DATE SIGNED:	05/25/2022		
Total Attachments: 6			
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IP PURCHASE AND ASSIGNMENT AGREEMENT

THIS IP PURCHASE AND ASSIGNMENT AGREEMENT (the "*Agreement*") dated as of April 15, 2022 ("*Effective Date*") is entered by and between Q101, LLC, an Illinois limited liability company ("*Seller*"), and Chicago FM Radio Assets, LLC, a Delaware limited liability company ("*Buyer*"). Seller and Buyer may be collectively referred to as the "*Parties*" and individually as a "*Party*".

WHEREAS, Seller owns certain intellectual rights acquired from Merlin Media that Seller is using or has used in connection with internet radio station Q101 in Chicago, Illinois (the "*Station*"); and

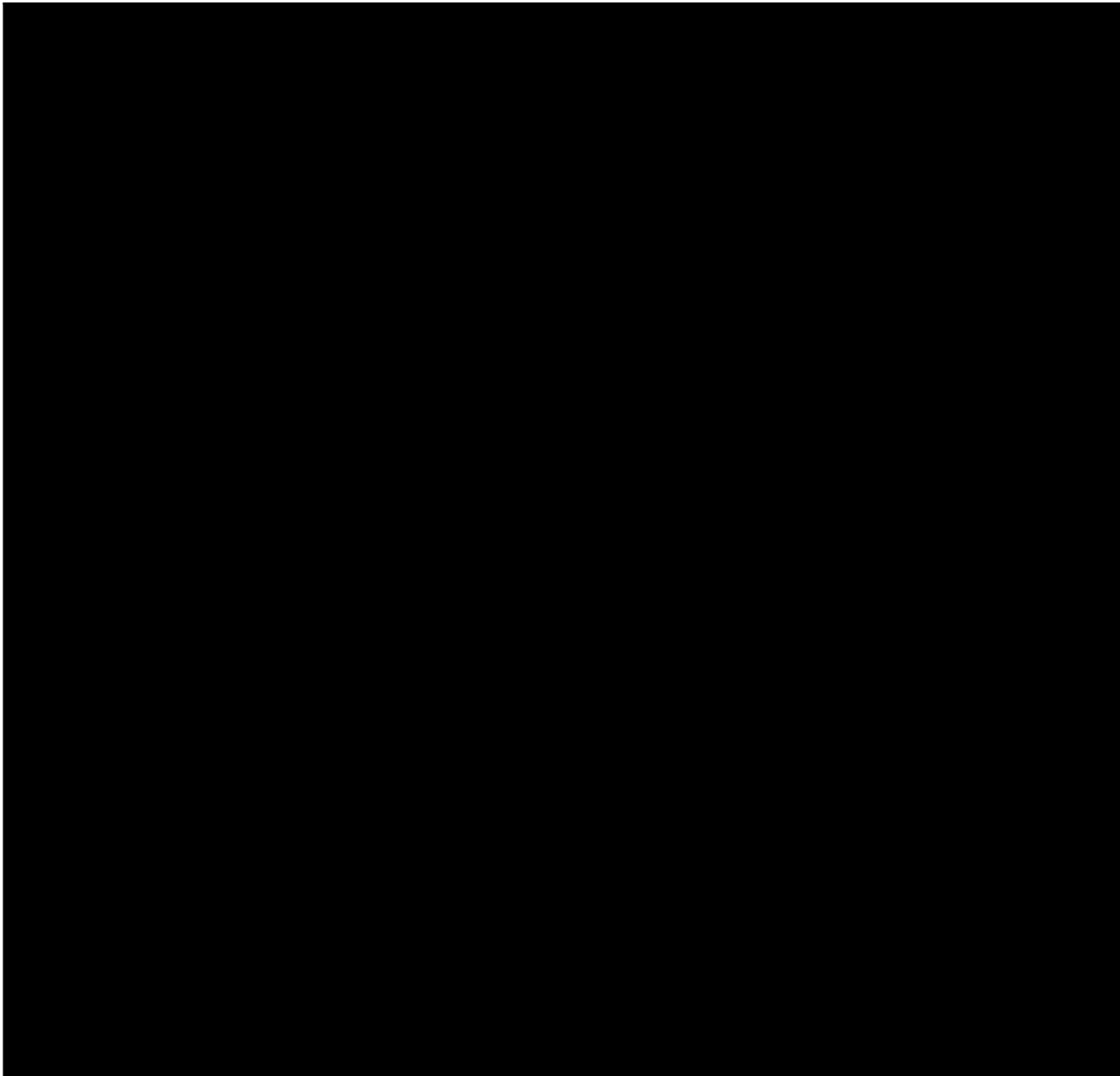
WHEREAS, Seller desires to sell and assign to Buyer, and Buyer desires to purchase and accept from Seller, all right, title and interest of Seller in the Transferred IP (defined below).

NOW THEREFORE, in consideration of the premises, the covenants and obligations expressed herein and other valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I SALE

1.1 **Sale of Intellectual Property.** Effective as of the Effective Date, Seller hereby irrevocably sells, conveys, assigns, transfers and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all of Seller's right, title and interest in, to and under all trademarks, trade names, service marks, slogans, logos, Internet domain names and web pages utilized by Seller in connection with the Station, including, without limitation: "Q101", "Chicago's Alternative", "Chicago's New Rock Alternative", "Q101 Jamboree", "www.Q101.com", "www.JamboreeQ101.com", "www.facebook.com/Q101Chicago", "Q101 Nation", "Q101 on Shuffle", "Q101 Twisted" and all "Q101" logos used on T-Shirts and other merchandise (such intellectual property, the "*Transferred IP*"), including: (i) any and all goodwill associated therewith; (ii) all rights therein, including common law rights, to the extent permitted under applicable law; (iii) all rights therein provided by international treaties or conventions; (iv) all registrations, applications, and renewals of any of the foregoing; and (v) all rights to sue and recover damages for past, present and future infringement or other violation thereof or conflict therewith.

1.2 **Recordation.** Seller authorizes and requests the Commissioner for Trademarks of the United States and any other similar government authority to record Buyer as owner of the Transferred IP and any and all registrations issued thereon to Buyer, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Buyer and its successors, assigns or other legal representatives. Buyer shall have the right to record this Agreement with all applicable government authorities and registrars so as to perfect its ownership of the Transferred IP.



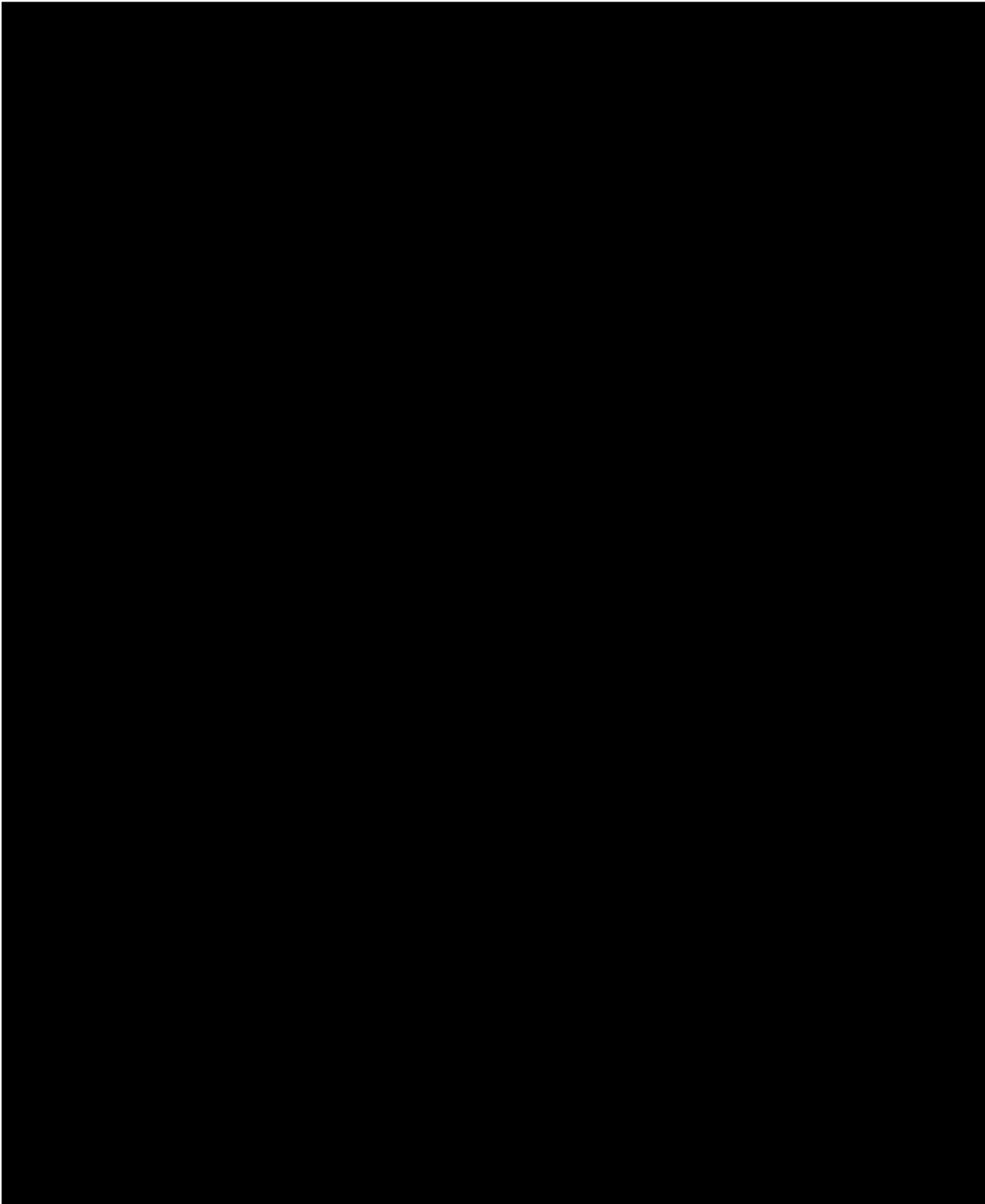
**ARTICLE 2
FURTHER ASSURANCES; POWER OF ATTORNEY**


2.1 Further Assurances.



Seller hereby authorizes Buyer to request, and hereby requests, the Commissioner for Trademarks of the United States and any other official of any applicable governmental authority to record and issue

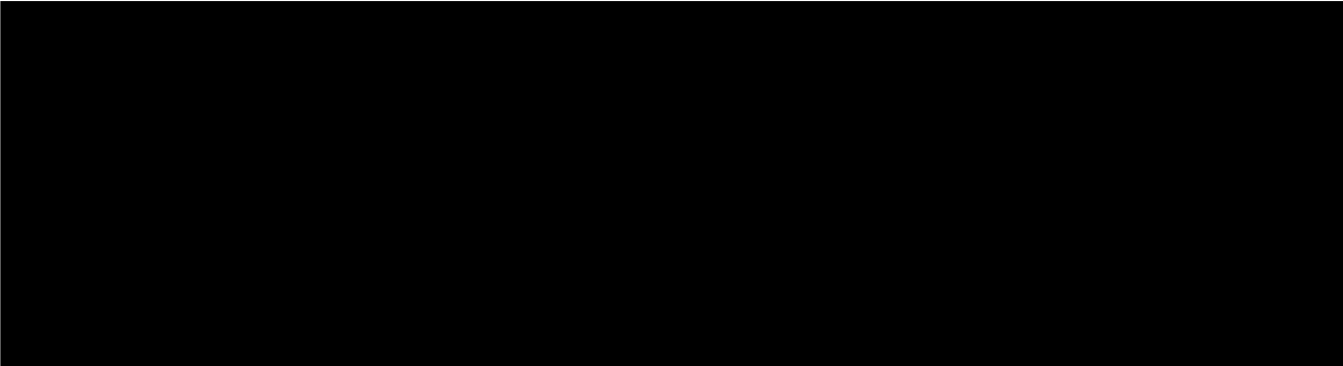
any and all trademark registrations and trademark applications included in the Transferred IP to and in the name of Buyer.





3.7 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. The Parties agree that signatures transmitted and received via electronic mail in pdf format, shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding, and enforceable.

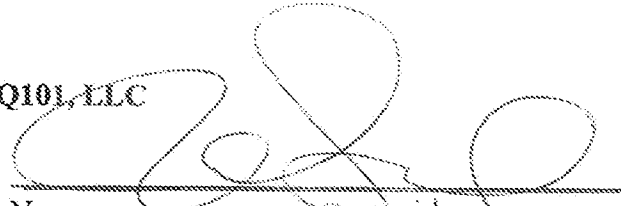
3.8 **Amendment.** No modification, amendment, or supplement to this Agreement shall be valid or binding on either Party unless the same has been agreed to in writing by both Parties.



[signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers to be effective as of the Effective Date.

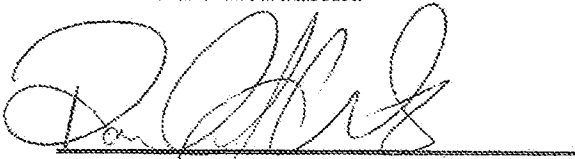
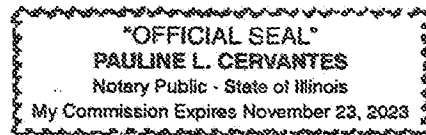
Q101, LLC



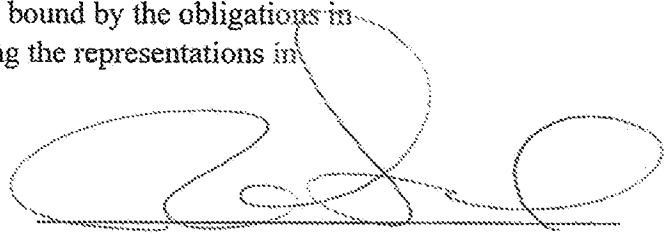
Name: Matthew Dubiel
Title: managing member

STATE OF IL)
) ss.
COUNTY OF Will)

On the 15th day of April in the year 2022, before me, the undersigned, personally appeared Matthew Dubiel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the within instrument, the individual, or the person or entity on behalf of which the individual acted, executed the instrument.


Notary Public

For the purpose of guaranteeing Seller's obligations in Sections 1.5 and 1.6, agreeing to be individually bound by the obligations in Section 1.6, and making the representations in Section 1.7



Matthew J. Dubiel

Chicago FM Radio Assets, LLC

By: Richard S. Deming
Name: Richard S. Deming
Title: *ES*

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