

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754448

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900706901		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Mighty Networks, Inc.		05/23/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Brookline Media Inc.		
Street Address:	701 Brickell Avenue		
Internal Address:	Suite 1550		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5056368	WE ARE THE MIGHTY	
Registration Number:	4970669	WE ARE THE MIGHTY	
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:	424-250-8068		
Email:	trademarks@minxlaw.com		
Correspondent Name:	Charlene Minx		
Address Line 1:	401 Wilshire Boulevard		
Address Line 2:	Suite 1200		
Address Line 4:	Santa Monica, CALIFORNIA 90401		
ATTORNEY DOCKET NUMBER:	446-70000		
NAME OF SUBMITTER:	Charlene Minx		
SIGNATURE:	/Charlene Minx/		
DATE SIGNED:	09/09/2022		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “Assignment”) is entered into as of May 23, 2022, by and among Brookline Media Inc., a Delaware corporation (“Assignee”), The Mighty Networks, Inc, a Delaware Corporation (“The Mighty Networks” or the “Primary Seller”), and Military Influencer, Inc., a Delaware corporation and wholly owned subsidiary of The Mighty Networks (“MIC” and together with The Mighty Networks, collectively, the “Assignors”, each of which may be referred to singly as a “Assignor”).

WHEREAS, Assignee and the Assignors have, contemporaneously herewith, entered into an Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignee is acquiring substantially all of the Business. Capitalized terms used but not defined herein shall have the definitions given to them in the Purchase Agreement.

WHEREAS, the Assignors wish to assign to Assignee, and Assignee wishes to acquire from the Assignors, the trademarks, registrations, and registration applications set forth on Schedule A attached hereto (collectively, the “Assigned Trademarks”); and

WHEREAS, Assignee is the successor to the portion of the business to which the Assigned Trademarks pertain, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors hereby sell, assign, transfer, and set over to Assignee their entire right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized in the Assigned Trademarks, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

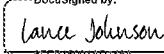
The Assignors hereby authorize and request the Commissioner for Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks. Assignee and Assignor hereby acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignors with respect to the Assigned Trademarks. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein, and nothing contained in this Assignment shall supersede the Purchase Agreement or any provision contained therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Closing Date.

ASSIGNEE:

Brookline Media Inc.

By: DocuSigned by:

Name: Lance Johnson
Title: Chief Executive Officer

ASSIGNORS:

The Mighty Networks, Inc

By: _____
Name:
Title:

Military Influencer, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Closing Date.

ASSIGNEE:

Brookline Media Inc.

By: _____

Name: Lance Johnson

Title: Chief Executive Officer

ASSIGNORS:

The Mighty Networks, Inc

By:  _____

Name: Mark Harper

Title: President and CEO

Military Influencer, Inc.

By:  _____

Name: Curtez Riggs

Title: CEO

Schedule A
Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
WE ARE THE MIGHTY	86980209	July 24, 2014	5056368	October 4, 2016
WE ARE THE MIGHTY	86978876	July 24, 2014	4970669	December 16, 2014
MILITARY INFLUENCER	90221630	September 29, 2020	6609949	January 4, 2022

Schedule A
Assigned Trademarks

RECORDED: 07/14/2022

TRADEMARK
REEL: 007816 FRAME: 0997