

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PENTHOUSE WORLD MEDIA, LLC		08/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GENERAL MEDIA COMMUNICATIONS, INC.		
Street Address:	28328 WITHERSPOON PKWY		
City:	VALENCIA		
State/Country:	CALIFORNIA		
Postal Code:	91355		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4964743	OMNI	
Registration Number:	4932689	OMNI	
Registration Number:	5530414	OMNI	
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:	5042248008		
Email:	michelle.fullmer@fisherbroyles.com		
Correspondent Name:	Jason P. Mueller		
Address Line 1:	14781 Memorial Drive #207		
Address Line 4:	Houston, TEXAS 77079		
NAME OF SUBMITTER:	Michelle C. Fullmer		
SIGNATURE:	/michelle c. fullmer/		
DATE SIGNED:	08/17/2022		
Total Attachments: 4			
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OP \$90.00 4964743

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of August 1, 2022 (the "Effective Date"), by and between PENTHOUSE WORLD MEDIA, LLC, a Delaware limited liability company ("Assignor"), and GENERAL MEDIA COMMUNICATIONS, INC., a New York corporation with a business address of 28328 Witherspoon PKWY, Valencia, California 91355, United States of America ("Assignee"). Assignor and Assignee may be referred to herein each individually as a "Party" or collectively as the "Parties".

WHEREAS, pursuant to agreement between the Parties, Assignor desires to sell, assign, transfer, convey, and deliver to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title, and interest in certain Trademark Assets (as defined herein), and the goodwill associated with same; and

WHEREAS, the Parties wish to execute this Trademark Assignment to perfect the transfer of the Trademark Assets from Assignor to Assignee, and to provide a recordal copy confirming ownership of the Transfer Assets.

NOW, THEREFORE, in consideration of good and valuable consideration, and for TEN U.S. DOLLARS (\$10.00), the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. The term "Trademark Assets" shall include the trademarks, service marks, brands, logos, domain names, trade names, and corporate names listed on Schedule A appended hereto, and all applications and registrations stemming therefrom or claiming priority thereto (including, without limitation, extension of any International Registrations), as well as all variations, derivations, combinations, registrations, and applications for registration of the foregoing, and all goodwill associated therewith; all rights to obtain and to apply for registration of trademarks, copyrights, or other intellectual property rights in the foregoing; and all rights in the foregoing as provided by treatise, conventions, and common law.
2. This Assignment is made pursuant to Assignor's acquisition of rights in the Trademark Assets through the June 15, 2018 Assignment, duly recorded in the U.S. Patent and Trademark Office under Reel / Frame No. 6365/0817. Assignor hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to: (i) the Trademark Assets; (ii) all goodwill symbolized by or associated with the Trademark Assets; and (iii) all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past, present and future infringement, dilution and violation of the Trademark Assets and the ability to otherwise fully and entirely stand in the place of Assignor in all matters related thereto.
3. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and notices, releases, acquittances and other documents and perform such further acts reasonably requested by



Assignee, as may be reasonable and necessary to sell, transfer, assign, convey and deliver to, and consolidate, vest and record in Assignee, full ownership of the Trademark Assets and other rights conveyed herewith. In the event Assignor does not comply with any of the foregoing obligations within ten (10) business days of the receipt of Assignee's request, Assignor hereby grants to Assignee limited powers of attorney solely for the purpose of executing such instruments and documents in Assignor's name necessary to effectuate the sale, transfer, assignment, conveyance and delivery of the Transferred Assets as contemplated hereby.

4. Neither this Assignment nor any provision of this Assignment may be modified except in writing confirmed by all Parties to this Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs and successors.
5. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of Louisiana without regard to the conflicts of law principles that would require the application of the Laws of any jurisdiction other than the State of Louisiana.
6. If any term or provision of this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Assignment or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision or assignment is invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
7. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the Parties and delivered to the other Party. PDF e-mail transmissions and other copies of executed documents shall serve the same purpose as originals in connection with execution of this Assignment.

(Remainder of Page Left Intentionally Blank -- Signature Pages Follow)



IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date last set forth below.

ASSIGNOR




By: Brian Lynn
Representing **PENTHOUSE WORLD MEDIA, LLC** as its Chief Executive Officer

ASSIGNEE



By: Brian Lynn
Representing **GENERAL MEDIA COMMUNICATIONS, INC.** as its Chief Executive Officer



Schedule A
Trademarks

Mark	Jurisdiction	Serial No.
OMNI	United States	Appl. No. 85644455 Reg. No. 4932689 (IC016)
OMNI	United States	Appl. No. 86978783 Reg. No. 4964743 (IC041)
OMNI	United States	Appl. No. 86002052 Reg. No. 5530414 (IC009, 041)
OMNI	International	1294614 (IC016)
OMNI	International	1321998 (IC009, 041)
OMNI	Canada	1845988 (IC009, 016, 041) [withdrawn]

