

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM758535

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brandcast, Inc.		08/09/2022	Corporation:
RECEIVING PARTY DATA			
Name:	TIME USA, LLC		
Street Address:	3 Bryant Park		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5228319	BRANDCAST	
Registration Number:	3825598	BRANDCASTING	
Registration Number:	5318673	BRANDCAST	
CORRESPONDENCE DATA			
Fax Number:	8887428097		
<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>			
Email:	tmadmin@danielsonlegal.com		
Correspondent Name:	Danielson Legal LLC		
Address Line 1:	One Mifflin Place		
Address Line 2:	Suite 400		
Address Line 4:	Cambridge, MASSACHUSETTS 02138		
NAME OF SUBMITTER:	Nina Brewer		
SIGNATURE:	/Nina Brewer/		
DATE SIGNED:	09/30/2022		
Total Attachments: 6			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (the “*Agreement*”) is entered as of August 9, 2022 (the “*Effective Date*”) by and between Brandcast, Inc. (“*Assignor*”) and TIME USA, LLC (“*Assignee*”) pursuant to that certain Asset Purchase Agreement, dated as of August 9, 2022, by and between Assignor and Assignee (the “*Purchase Agreement*”). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. Assignor hereby irrevocably assigns, transfers and conveys to Assignee exclusively throughout the world (and free and clear of all encumbrances) all rights, title and interest in and to the following: (i) the trademarks, service marks, trade names and trademark registrations set forth on Schedule 1 attached hereto, as well as all common law rights in all related trademarks, service marks or trade names; (ii) any domain names and registrations of the domain names (and all sub-domains, variations and mirror sites) set forth on Schedule 1; (iii) any and all rights of registration, enforcement, and prosecution of any of the foregoing; and (iv) any goodwill associated with any of the foregoing (collectively, the “*Assigned IP*”).

2. Consideration. In consideration of the assignment, transfer and conveyance of the Assigned IP and as the sole consideration to be provided by Assignee hereunder, upon completion of such assignment, transfer and conveyance, Assignee shall pay Assignor such amounts set forth in the Purchase Agreement.

3. Further Assurances. Assignor shall assist Assignee in every proper way to evidence, record and perfect the foregoing assignment and to perfect, obtain, maintain, enforce, and defend any rights assigned herein. Assignor hereby irrevocably designates and appoints Assignee as its agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act for and in Assignor's behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

4. Assumption of Liabilities. Assignee shall not, by the execution, delivery or performance of this Agreement or otherwise, assume or otherwise be responsible for any liability or obligation of Assignor of any nature, or claims of such liability or obligation, matured or unmatured, liquidated or unliquidated, fixed or contingent, or known or unknown, whether arising out of acts or occurrences prior to, at or after the date hereof.

5. Representations, Warranties and Covenants. Assignor represents and warrants that: (a) Assignor is the sole owner of the Assigned IP; (b) Assignor has the right to make the Section 1 assignment and to otherwise enter and perform this Agreement, has received all necessary authorizations (including, without limitation, any necessary approvals of its members), and has written enforceable agreements with all persons necessary to give it the rights to do the foregoing and to otherwise fully perform this Agreement; (c) except as previously disclosed to Assignee in writing, Assignor has not previously assigned or licensed or given any right with respect to anything purportedly assigned hereunder; (d) the Assigned IP will be assigned and delivered free and clear of all liens and encumbrances (except as expressly stated herein); (e) Assignor shall not take any action to prevent or otherwise interfere with Assignee's or its licensees' or successors' use of Assigned IP; (f) neither this Agreement nor the execution or performance thereof will in any way violate or breach (or cause the violation or breach of) any contractual or other right of any third party or any obligation of Assignor or any affiliate. To the extent it has not already done so, each person and entity within the definition of Assignor (for itself personally

and as a director, member, stockholder, officer, employee, creditor and otherwise) hereby makes, grants, and gives all approvals, consents, authorization, assignments and other actions contemplated by the foregoing representations.

6. Miscellaneous. Except as set forth herein, this Agreement is not assignable or transferable by Assignor without the prior written consent of Assignee; any attempt to do so shall be void. Any notice, report, approval or consent required or permitted hereunder shall be in writing and will be deemed to have been duly given if delivered personally or mailed by first-class, registered or certified U.S. mail, postage prepaid to the respective addresses of the parties as set forth herein (or such other address as a party may designate by ten (10) days' notice). No failure to exercise, and no delay in exercising, on the part of either party, any privilege, any power or any rights hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware and the United States without regard to conflicts of laws provisions thereof. Any legal action or proceeding relating to this Agreement shall be brought exclusively in the state or federal courts located in Delaware, and each party consents to the jurisdiction thereof. The prevailing party in any action to enforce this Agreement shall be entitled to recover costs and expenses including, without limitation, attorneys' fees. Any waivers or amendments shall be effective only if made in writing and signed by a representative of the respective parties authorized to bind the parties. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

ASSIGNOR:

BRANDCAST, INC.

DocuSigned by:
By: Ashok Santhanam
50FF38B64EED48D...
Name: Ashok Santhanam
Title: Chief Executive Officer

ASSIGNEE:

TIME USA, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date.

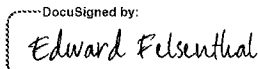
ASSIGNOR:

BRANDCAST, INC.

By: _____
Name:
Title:

ASSIGNEE:

TIME USA, LLC

By:  _____
Name: Edward Felsenthal
Title: Chief Executive Officer & Editor-in-Chief

Schedule 1

The following trademarks:

Mark	Jurisdiction	Status	App. No.	Filing Date	Reg. No.	Reg. Date
BRANDCAST	Australia	Registered	1898152	6/21/2017	1382577	11/11/2019
BRANDCAST	Canada	Registered	1843945	6/21/2017	TMA1,013,852	1/25/2019
BRANDCAST	European Union IPO	Registered	1382577	6/21/2017	1382577	6/6/2018
BRANDCAST	India	Registered	3723650	6/21/2017	1382577	7/20/2018
BRANDCAST	International Register	Registered	1382577	6/21/2017	1382577	1/4/2018
BRANDCAST	United Kingdom	Registered	1382577	6/21/2017	UK00801382577	6/6/2018
BRANDCAST	United States of America	Registered	87282952	12/28/2016	5318673	10/24/2017
BRANDCAST and Design	Australia	Registered	1577786	8/30/2013	1577786	9/3/2014
BRANDCAST and Design	Canada	Registered	1641968	9/3/2013	TMA999,814	6/26/2018
BRANDCAST and Design	European Union IPO	Registered	12102067	8/30/2013	12102067	1/23/2014
BRANDCAST and Design	India	Registered	2591225	9/4/2013	2591225	12/28/2016
BRANDCAST and Design	United Kingdom	Registered	12102067	8/30/2013	UK00912102067	1/23/2014
BRANDCAST and Design	United States of America	Registered	85866499	3/4/2013	5228319	6/20/2017
BRANDCASTING	United States of America	Registered	77413628	3/10/2008	3825598	7/27/2010
BRANDQAST	United States of America	Cancelled	85739353	9/26/2012	4867378	12/8/2015

The following domain names:

NAME	EXPIRATION	REGISTRAR
brandcast.co	April 22, 2023	Safenames
brandcast.com	March 28, 2025	Safenames
brandcast.io	February 27, 2024	Namecheap
brandcast-bulletproof-hosting.com	November 29, 2022	AWS Route 53
brandcast-domain-test-1.com	February 7, 2023	AWS Route 53
brandcast-domain-test-2.com	February 7, 2023	AWS Route 53
brandcast-domain-test-3.com	February 7, 2023	AWS Route 53
brandcast-dev-bhp.com	December 3, 2022	AWS Route 53
brandcast-dev.com	February 23, 2023	AWS Route 53
brandcast-prod-qa.com	June 23, 2023	AWS Route 53
brandcast-dev.io	October 4, 2022	AWS Route 53
brandcast-prod.io	November 24, 2022	AWS Route 53
brandcast-sandbox.io	October 7, 2022	AWS Route 53
brandcast-staging.io	October 7, 2022	AWS Route 53
brandcastcdn.com	January 31, 2023	AWS Route 53
brandcastlabs.com	August 20, 2023	AWS Route 53

brandcastlive.io	April 20, 2023	AWS Route 53
brandcastnext.com	December 1, 2022	AWS Route 53
brandcastsites.com	January 17, 2023	AWS Route 53
brandcastuniversity.com	August 7, 2023	AWS Route 53
custom-domain-test.com	March 5, 2023	AWS Route 53
custom-ssl-test.com	June 12, 2023	AWS Route 53
getbrandcast.com	August 19, 2023	AWS Route 53
brandcast-staging.com	July 5, 2023	AWS Route 53