

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM771748

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900730742
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Voice Media Group, LLC		11/08/2021	Corporation:

RECEIVING PARTY DATA

Name:	GCL Venture, LLC
Street Address:	1500 McGowen
Internal Address:	Suite 120
City:	Houston
State/Country:	TEXAS
Postal Code:	77004
Entity Type:	Limited Liability Company: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85491418	BEST OF HOUSTON
Serial Number:	75091868	BEST OF HOUSTON

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: 7133503357
Email: matt.marzullo@alliantgroup.com
Correspondent Name: Matthew J. Marzullo
Address Line 1: 3009 Post Oak Blvd.
Address Line 2: Suite 2000
Address Line 4: Houston, TEXAS 77056

NAME OF SUBMITTER:	Matthew J. Marzullo
SIGNATURE:	/Matthew J. Marzullo/
DATE SIGNED:	12/05/2022

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Assignment**"), dated as of November 8, 2021, is made by Voice Media Group, LLC, a Colorado limited liability company f/k/a by conversion Voice Media Group, Inc., a Colorado corporation ("**VMG**") in favor of GCL Venture, LLC, a Delaware limited liability company ("**Buyer**"), the purchaser of certain assets of Houston Press, LP, a Texas limited partnership and indirect subsidiary of VMG ("**Seller**") pursuant to an Asset Purchase Agreement of even date herewith between the parties and New Times Media, LLC, a Delaware limited liability company (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, VMG has agreed to execute and deliver this Assignment in connection with Seller's sale of various assets of Seller to Buyer;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, VMG hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of VMG's right, title, and interest in and to trademarks identified in Exhibit A to this Assignment (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; all rights of any kind whatsoever of VMG accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the parties with respect to the Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

3. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, VMG has duly executed and delivered this Assignment as of the date first above written.

VOICE MEDIA GROUP, LLC

By: 
Name: Jeff Mars
Title: Chief Financial Officer

AGREED TO AND ACCEPTED:

GCL VENTURE, LLC

By: 
Name: Steven Frank
Title: Member

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

EXHIBIT A

Fed. Registration No.	Mark	Classes
2,102,832	BEST OF HOUSTON	35
2,299,837	HOUSTON PRESS	16
2,866,808	HOUSTONPRESS	41
4,175,664	BEST OF HOUSTON	16; 41