

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809485

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Horse Radio Network, LLC		09/30/2022	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Equine Network, LLC		
Street Address:	7500 Alamo Rd, NW Unit A		
City:	Albuquerque		
State/Country:	NEW MEXICO		
Postal Code:	87120		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97088539	HORSE RADIO NETWORK	
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:	5127704223		
Email:	dwtrademarks@dickinson-wright.com		
Correspondent Name:	Alison D. Frey		
Address Line 1:	607 W. 3rd Street, Suite 2500		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	96031-1		
NAME OF SUBMITTER:	Alison D. Frey		
SIGNATURE:	/Alison D. Frey/		
DATE SIGNED:	05/10/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Agreement**”) is made and entered into as of September 30, 2022 (the “**Effective Date**”), by and between Horse Radio Network, LLC, a Florida limited liability company (“**Assignor**”) and Equine Network, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

A. Assignor owns all right, title and interest in and to the trademarks and trademark applications and registrations identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (hereinafter referred to collectively as the “**Marks**”).

B. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Assignor, Assignee and Glenn Hebert (the “**Purchase Agreement**”).

C. Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing.

D. Assignor desires to assign and transfer to Assignee, and Assignee desires to accept such assignment and acquire from Assignor, all of its worldwide right, title and interest in and to the Marks, subject to the terms and conditions set forth herein and in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, mutually agree as follows:

AGREEMENT

1. Defined Terms. Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

2. Assignment.

a) Assignor hereby irrevocably sells, transfers, grants, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, Assignor’s entire right, title and interest in, to and under the Marks, for the United States and for all foreign countries and multi-national registration bodies, including, without limitation, all registrations and applications therefor, all renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, and every priority right that is or may be predicated upon or arise from the Marks, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith,

and all rights corresponding thereto throughout the world.

b) Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Agreement.

c) Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with effectuating and implementing this Agreement.

3. Conflict. The assignment of the Marks made hereunder is made in accordance with and subject to the Purchase Agreement, which is incorporated herein by reference. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail.

4. Notices. Any notice, request, or other document to be given hereunder to any party shall be given in the manner specified in Section 7.3 of the Purchase Agreement.

5. Severability. Any provision hereof that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties hereto will attempt in good faith to reform this Agreement in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent.

6. Amendments. This Agreement may not be amended or modified except by an instrument in writing signed by Assignee and Assignor.

7. Further Assurances. Each party shall cooperate with the other, and execute and deliver, or use its commercially-reasonable best efforts to cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and take all such other actions as such party may reasonably be requested to take by the other party hereto from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the transactions contemplated hereby.

8. Counterparts. This Agreement may be executed in any number of counterparts, and by any party on separate counterparts, each of which as so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement as to any party hereto to produce or account for more than one such counterpart executed and delivered by such party. Counterparts may be executed either in original or by electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) and the parties adopt any signatures received by electronic mail as original signatures of the parties.

9. Governing Law. This Agreement, and any disputes arising hereunder or

controversies related hereto, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its principles of choice of law.

10. Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. No Third Party Beneficiary. This Agreement is intended solely for the benefit of the parties hereto and their successors and assigns, and it is not the intention of the parties hereto to confer third party beneficiary rights upon any other person or entity not a party to this Agreement.

12. Entire Agreement. This Agreement and the Purchase Agreement embody the entire agreement and understanding of the parties hereto in respect of the transactions contemplated hereby and supersede all prior agreements and understandings between the parties with respect thereto.

[Signatures follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

ASSIGNOR:

HORSE RADIO NETWORK, LLC
a Florida limited liability company

By: 

Name: Glenn Hebert
Title: Member

Acknowledgement:

ASSIGNEE:

EQUINE NETWORK, LLC
a Delaware limited liability company

By: _____

Name: Dino Theofanous
Title: Chief Financial Officer

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date first written above.

ASSIGNOR:


HORSE RADIO NETWORK, LLC
a Florida limited liability company

By: _____
Name: Glenn Hebert
Title: Member

Acknowledgement:

ASSIGNEE:

EQUINE NETWORK, LLC
a Delaware limited liability company

DocuSigned by:

By: _____
Name: Dino Theofanous
Title: Chief Financial Officer

SCHEDULE A

MARKS

Type	Description	Owner	Application No.	Jurisdiction
Trademark	HORSE RADIO NETWORK	Seller	97088539	United States