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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

onic Version v1.1 ETAS ID: TM848524

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UNIVISION RADIO FLORIDA, LLC		12/30/2022	Limited Liability Company:
UNIVISION RADIO, LLC		12/30/2022	Limited Liability Company:
UNIVISION COMMUNICATIONS, INC		12/30/2022	Corporation:

RECEIVING PARTY DATA

Name:	LATINO MEDIA NETWORK, LLC
Street Address:	120 S Federal Place, Suite 101 #9288
City:	Santa Fe
State/Country:	NEW MEXICO
Postal Code:	85701
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1851709	RADIO MAMBI
Serial Number:	97265914	KTNQ 1020 AM
Registration Number:	6895261	TEJANO & PROUD

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.

Email: ryang@infolawgroup.com

Correspondent Name: Rosanne Yang
Address Line 1: 41 W. South St.

Address Line 4: Worthington, OHIO 43085

NAME OF SUBMITTER:	Rosanne Yang	
SIGNATURE:	/Rosanne Yang/	
DATE SIGNED:	10/25/2023	

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of December 30, 2022 (the "Effective Date") by and between each of the entities signatory hereto and identified as "Assignor" on the signature pages hereto (each an "Assignor", and collectively, the "Assignors") and Latino Media Network, LLC, a Delaware limited liability company ("Assignee"). Each Assignor and Assignee are individually referred to herein as a "Party," and collectively as the "Parties." Notwithstanding anything herein to the contrary, an Assignor shall only be an "Assignor" hereunder with respect to the rights and interests of such Assignor to be assigned hereunder.

WHEREAS, in connection with that certain Asset Purchase Agreement, dated June 3, 2022, by and among the applicable Assignor, Assignee and any other party signatory thereto (the "**Purchase Agreement**"), the parties to the Purchase Agreement desire that each Assignor transfers to Assignee all of such Assignor's right, title and interest in and to the applicable trademarks (together with all goodwill associated therewith and symbolized thereby in each case) and domain names set forth on <u>Attachment A</u> attached hereto (the "**Assigned IP**"); and

WHEREAS, Assignee wishes to acquire all of the Assignors' right, title and interest in and to the Assigned IP, and each Assignor wishes to assign such right, title and interest in and to such Assigned IP to Assignee.

NOW THEREFORE, in consideration of these premises and the respective covenants and agreements of the parties contained herein, the Assignors and Assignee hereby agree as follows:

- 1. Transfer of Assigned IP. Each Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept: (a) all of such Assignor's right, title and interest in and to the Assigned IP; (b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable to such Assignor with respect to any of the foregoing; (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP; and (d) all other rights, privileges, protections or obligations, liabilities and responsibilities of any kind whatsoever of such Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction or by international treaties and conventions.
- 2. <u>Proxy Service and Electronic Transfer for Domain Names</u>. Each Assignor hereby authorizes and requests, or will cause any proxy service that registered any of its domain names included in the Assigned IP on such Assignor's behalf to authorize or request, the applicable registration authority to transfer the domain names included in the Assigned IP from such Assignor or such proxy service, as the case may be, to Assignee. The Assignors agree to cooperate with Assignee to initiate and complete the transfer process in relation to such domain names electronically from the applicable Assignor's account to an account identified by Assignee.
- 3. <u>Further Assurances</u>. Each Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, such Assignor shall execute and deliver all necessary

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documents in order to assign the Assigned IP to Assignee. Each Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks of the United States Patent and Trademark Office and any other Governmental Authority (as defined in the Purchase Agreement) to record and register this Assignment upon request by Assignee.

- 4. <u>Entire Agreement</u>. This Assignment, and the Purchase Agreement, reflect the entire understanding of the Parties relating to the sale, assignment, transfer, conveyance and delivery of the respective Assigned IP from the respective Assignor to Assignee, and supersede all prior agreements, understandings or letters of intent between or among the Parties regarding the subject matter of this Assignment and the Purchase Agreement.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 6. <u>Governing Law and Dispute Resolution</u>. Any controversy or claim arising out of or relating to this Assignment, including all matters of construction, validity and performance, shall be settled in accordance with the terms and conditions of the Purchase Agreement.
- 7. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, and by either Party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by electronic mail shall be deemed binding and shall be construed as an original. This Assignment is not binding until executed by all Parties hereto.
- 8. <u>Purchase Agreement Shall Control</u>. Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignors or Assignee arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the Parties with respect to the Assigned IP. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

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

ASSIGNEE: LATING MFDIA NFTWORK, LLC

By:

Name: Marc Manahan

Title: President, Chief Financial Officer and Chief Operating Officer IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

UNIVISION RADIO FLORIDA, LLC

By:

Name: Veronica Rodriguez

Title: Assistant Secretary

ASSIGNOR:

UNIVISION RADIO, LLC

By:

Name: Veronica Rodriguez

Title: Assistant Secretary

ASSIGNOR:

UNIVISION COMMUNICATIONS, INC

By:

Name: Veronica Rodriguez

Name: Veronica Rodriguez

Title: Assistant Secretary

Attachment A

Trademark Registrations

Mark	Reg. No /App. No
RADIO MAMBI	Reg. No. 1,851,709 Serial No. 74/425,547
KTNQ 1020 AM	Serial No. 97265914
TEJANO & PROUD	Reg. No. 6895261 Serial No. 97301488

<u>Domain Names</u>

Name	Registrar
kxtn.com	CSC Corporate Domains
radiomambi710.com	CSC Corporate Domains
wqba.com	CSC Corporate Domains

RECORDED: 10/25/2023

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