TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM852102

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Gray Media Group, Inc.		12/31/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	PowerNation Studios, LLC	
Street Address:	445 Dexter Avenue, Suite 7000	
Internal Address:	Legal Department	
City:	Montgomery	
State/Country:	ALABAMA	
Postal Code:	36104	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5323875	RTM STUDIOS

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: 205-226-3404

Email: ppsmith@balch.com

Pam P Smith Balch & Bingham LLP Correspondent Name:

Address Line 1: 1901 Sixth Ave N Ste 1500 Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Pam P Smith
SIGNATURE:	/ppsmith/
DATE SIGNED:	11/08/2023

Total Attachments: 2

source=2023.11.08.Trademark Assignment RTM STUDIOS GMG to PNS#page1.tif source=2023.11.08.Trademark Assignment RTM STUDIOS GMG to PNS#page2.tif

> TRADEMARK REEL: 008253 FRAME: 0875

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of <u>December 31, 2021</u> (the "Effective Date") by and between Gray Media Group, Inc., a Delaware corporation located at 445 Dexter Avenue, Suite 7000, Montgomery, Alabama 36104 ("Assignor") and PowerNation Studios, LLC, a Delaware limited liability company located at 445 Dexter Avenue, Suite 7000, Montgomery, Alabama 36104 ("Assignee").

WHEREAS, Assignor has determined it is in its best interests to convey and assign the intellectual property identified in Section 1 below to Assignee in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

- Assignment. For One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under the trademark RTM STUDIOS (U.S. Registration No. 5,323,875) and all goodwill associated therewith (collectively, the "Intellectual Property") and all rights to renew and enforce the Intellectual Property.
- 2. <u>Entire Agreement</u>. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except in writing and signed by both parties.
- 3. <u>Binding Effect</u>. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.
- 4. <u>Governing Law</u>. This Assignment shall be construed and interpreted according to the laws of the State of Alabama, without reference to its conflicts of law provisions.

[Signature Page Follows.]

TRADEMARK REEL: 008253 FRAME: 0876 IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

GRAY MEDIA GROUP, INC.

By: Ellenann B. Yelverton

Its: Assistant Secretary

ASSIGNEE:

POWERNATION STUDIOS, LLC

By: Ellenann B. Yelverton_____

Its: <u>Secretary</u>

RECORDED: 11/08/2023