

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Foodchannel.Com, LLC		01/09/2024	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Solaris Media, Inc.		
Street Address:	50 Stewart Avenue		
Internal Address:	Unit 3L		
City:	Huntington		
State/Country:	NEW YORK		
Postal Code:	11743		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1524769	THE FOOD CHANNEL	
Registration Number:	2357879	THE FOOD CHANNEL	
Registration Number:	3809148	THE FOOD CHANNEL	
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:	314-889-8000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Andrea M. Porterfield		
Address Line 1:	PO Box 140310		
Address Line 4:	Kansas City, MISSOURI 64114-0310		
ATTORNEY DOCKET NUMBER:	064750		
NAME OF SUBMITTER:	Andrea M. Porterfield		
SIGNATURE:	/Andrea M. Porterfield/		
DATE SIGNED:	01/11/2024		
Total Attachments: 4			
source=12.21.23_-_Trademark_Assignment_-_Foodchannel.Com_LLC_to_Solaris_Media_Inc._.(92710729v3)#page1.tif			

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source=12.21.23_-_Trademark_Assignment_-_Foodchannel.Com_LLC_to_Solaris_Media_Inc._.(92710729v3)#page3.tif
source=12.21.23_-_Trademark_Assignment_-_Foodchannel.Com_LLC_to_Solaris_Media_Inc._.(92710729v3)#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT dated January 9, 2024 ("Assignment") is entered into by and between Foodchannel.Com, LLC, a Missouri Limited Liability Company having a mailing address at 215 5 West Chesterfield Boulevard, Springfield, Missouri 65807 ("Assignor") and Solaris Media, Inc., an New York Corporation having a mailing address at 50 Stewart Avenue, Unit 3L, Huntington, N.Y. 11743 ("Assignee").

In consideration of the mutual agreements contained in this assignment and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Assignor and Assignee agree to the following:

1. **Trademark.** Trademark means the trademarks identified in **Schedule A**, attached hereto.
2. **Assignment.** Assignor owns the Trademark and wishes to assign the Trademark to Assignee. Assignee wishes to acquire the Trademark from Assignor. Accordingly, Assignor hereby assigns, conveys, grants and transfers to Assignee the following:
 - a. Assignor's entire right, title and interest in and to the Trademark, including, but not limited to, Assignor's right to use Trademark as a name, logo, and/or trademark, whether or not registered or issued as of the date of this Assignment, and any and all renewals and extensions (or any legal equivalent), together with all goodwill associated with the Trademark, and the registrations(s) thereof, and the application(s) thereof and further including all income, royalties, damages and the right to sue for past infringement and misappropriations of the Trademark;
 - b. All claims, demands and rights or action, both statutory and based upon common law, that Assignor has or might have by reason of any infringement (or any related claims including, but not limited to, dilution, unfair competition or passing off) of any Trademark which occurred prior to, on or after the date of this Assignment, together with the right to prosecute such claims, demands and rights of action in Assignee's own name; and
 - c. All rights corresponding to the Trademark, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
3. **Costs.** Assignor and Assignee shall bear their own legal advisor costs, if any. Costs and expenses relating to this Assignment and any official fees or costs in relation to the recordal of this Assignment shall be borne by the Assignee.
4. **Further Assurance.** Assignor agrees that it shall do, execute, acknowledge and deliver all agreements, instruments, or notices as may be reasonably requested by Assignee to further effect and evidence the transactions contemplated.
5. **Enforceability.** If any provision of this Assignment shall be invalid or unenforceable, in whole or in part, or as applied to any circumstance, under the laws of any jurisdiction which may govern for such purpose, then such provision shall be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, either generally or as applied to such circumstance, or shall be deemed excised from this Assignment, as the case may require, and this Assignment shall be construed and enforced to the maximum extent permitted by law as if such provision

had been originally incorporated in this Assignment as so modified or restricted, or as if such provision had not been originally incorporated in this Assignment, as the case may be.

6. **Amendment.** This Assignment may be amended or supplemented only by an instrument in writing signed by Assignor and Assignee.

7. **GOVERNING LAW.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS ASSIGNMENT, THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OF CONFLICT OF LAWS.

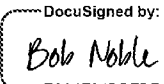
8. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same assignment.

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

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first written above.

ASSIGNOR:

Foodchannel.Com, LLC

By:  _____
E2A1F34BDF8F480

Title: LLC Member/Owner

ASSIGNEE:

Solaris Media, Inc.

By: _____

Title: _____

had been originally incorporated in this Assignment as so modified or restricted, or as if such provision had not been originally incorporated in this Assignment, as the case may be.

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ASSIGNOR:

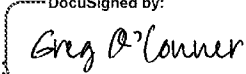
Foodchannel.Com, LLC

By: _____

Title: _____

ASSIGNEE:

Solaris Media, Inc.

DocuSigned by:
By:  _____
DDF243E81501467...

Title: 1/9/2024

SCHEDULE A

Mark	Goods/Services
THE FOOD CHANNEL RN: 1524769 SN: 73678380	(Int'l Class: 35) consulting services in the field of television and radio advertisements for the food industry
THE FOOD CHANNEL RN: 2357879 SN: 75127171	(Int'l Class: 42) providing on-line information via a global communications network on topics of general interest
THE FOOD CHANNEL RN: 3809148 SN: 77714133	(Int'l Class: 38) broadcasting of video and audio content and programming via a global communications network; providing access to video and audio content and programming via websites

Foodchannel.Com, LLC to Solaris Media Inc.
Client #064750
927110729.3