

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI97013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIC Media		01/26/2024	Corporation: TEXAS
RECEIVING PARTY DATA			
Company Name:	Brookline Media Inc.		
Street Address:	701 Brickell Avenue, Suite 1550		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5753724	MILITARY INFLUENCER CONFERENCE	
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:	4242508068		
Email:	trademarks@minxlaw.com,charlene@minxlaw.com		
Correspondent Name:	Charlene Minx		
Address Line 1:	401 Wilshire Boulevard, Suite 1200		
Address Line 4:	Santa Monica, CALIFORNIA 90401		
ATTORNEY DOCKET NUMBER:	446-70003		
NAME OF SUBMITTER:	CHRISTINA RHODES		
SIGNATURE:	CHRISTINA RHODES		
DATE SIGNED:	03/15/2024		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of January 26, 2024, by and among Brookline Media Inc., a Delaware corporation ("Assignee"), and MIC Media, a Texas corporation ("Assignor").

WHEREAS, Assignee and Assignor's affiliated entity, Military Influencer, Inc., among other parties, entered into (i) a Trademark Assignment ("Original Assignment") and (ii) an Asset Purchase Agreement ("Purchase Agreement"), each dated as of May 23, 2022, pursuant to which Assignee acquired trademarks, registrations, and registration applications as listed in Schedule A of the Original Assignment. Capitalized terms used but not defined herein shall have the definitions given to them in the Purchase Agreement.

WHEREAS, the Assignee and Assignor have discovered that certain trademarks pertaining to the Business were not included in the Original Assignment;

WHEREAS, the Assignor wishes to assign to Assignee, and Assignee wishes to acquire from the Assignor, the trademarks, registrations, and registration applications set forth on Schedule A attached hereto (collectively, the "Assigned Trademarks"); and

WHEREAS, Assignee is the successor to the portion of the business to which the Assigned Trademarks pertain, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers, and sets over to Assignee its entire right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business symbolized in the Assigned Trademarks, and all other corresponding rights that are or may be secured under the laws of the United States and any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, damages, or payments due or payable as of the Closing Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Assigned Trademarks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

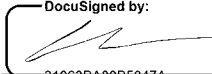
The Assignor hereby authorizes and requests the Commissioner for Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks. Assignee and Assignor hereby acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and Assignor's affiliate with respect to the originally assigned trademarks related to the Business, and the Assigned Trademarks assigned pursuant to the terms herein, and the parties agree that such terms apply to Assignee and Assignor with respect to intellectual property transfer as if Assignor were party to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein, and nothing contained in this Assignment shall supersede the Purchase Agreement or any provision contained therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the date above.

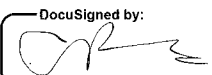
ASSIGNEE:

Brookline Media Inc.

DocuSigned by:
By: 
31963BA80B5047A...
Name: Andrew Perlman
Title: Co-Founder and CEO

ASSIGNOR:

MIC Media

DocuSigned by:
By: 
D893T6D1FF5F4D2...
Name: Curtez Riggs
Title: Director

Schedule A
Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
MILITARY INFLUENCER CONFERENCE	88177070	October 31, 2018	5753724	May 14, 2019