

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406786

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vila Media, LLC		11/28/2016	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Vila Promotions, LLC		
Street Address:	690 Island Drive		
City:	Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33480-4745		
Entity Type:	Limited Liability Company: FLORIDA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2590683	BOB VILA'S	
Registration Number:	2728552	BOBVILA.COM	
Registration Number:	2581160	BOBVILA.COM	
Registration Number:	2570957	BOB VILA	
Registration Number:	4758928	BOB VILA	
Registration Number:	4763405	HOME AGAIN WITH BOB VILA	
CORRESPONDENCE DATA			
Fax Number:	2122095460		
<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:	(212) 209-5450		
Email:	tm@masur.com		
Correspondent Name:	Steven Masur		
Address Line 1:	65 Reade Street		
Address Line 4:	New York, NEW YORK 10007-1841		
NAME OF SUBMITTER:	Steven Masur		
SIGNATURE:	/stevenmasur/		
DATE SIGNED:	11/29/2016		
Total Attachments: 6			

OP \$165.00 2590683

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is made as of November ~~28~~ , 2016, by and between Vila Media, LLC., a Florida limited liability company ("Assignor") and Vila Promotions, LLC, a Florida limited liability company ("Assignee").

RECITALS

A. Assignor desires to quitclaim, transfer, assign, convey and deliver (or cause to be quitclaimed, transferred, assigned, conveyed and delivered) to Assignee all of Assignor's right, title, and interest in and to the intellectual property of Assignor.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Assignment. Assignor hereby quitclaims, transfers, assigns, conveys and delivers to Assignee all of Assignor's right, title, and interest in and to all copyrights, trademarks, patents, trade secrets and other intangible property of Assignor, whether registered or unregistered (collectively, the "Intellectual Property"), together with the goodwill of the business pertaining thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

2. Trademarks. In accordance with and notwithstanding the foregoing, all trademarks and service marks of Assignor, whether registered or unregistered, have been or will be assigned and transferred to Assignee pursuant to a trademark assignment agreement substantially in the form set forth in Exhibit A hereto.

3. Title. Assignor covenants and agrees that, at the time of the execution and delivery of this Assignment, it is, to the best of its knowledge, the sole and exclusive owner of the Intellectual Property and it possesses and will possess the unencumbered right and authority to make this Assignment.

4. Further Assurances. Assignor agrees to assist Assignee, in a commercially reasonable manner, to take all actions and execute all documents necessary or desirable to evidence, record, and perfect the assignment of Intellectual Property.

5. Miscellaneous. This Assignment constitutes the entire agreement between the parties regarding the subject matter hereof. This Assignment shall be governed by and interpreted pursuant to the internal laws of the State of Florida, and any disputes arising out of this Assignment shall be brought exclusively in the state or federal courts, as applicable, situated in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

ASSIGNOR:

VILA MEDIA, LLC

By: Robert J Vila

Name: Robert J. Vila

Title: President

ASSIGNEE:

VILA PROMOTIONS, LLC

By: Robert J Vila

Name: Robert J. Vila

Title: President

EXHIBIT A

Trademark Assignment

(follows on next page)

UNITED STATES TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, effective the __ day of November, 2016, by Vila Media, LLC., a Florida limited liability company (“Assignor”) to Vila Promotions, LLC, a Florida limited liability company (“Assignee”).

WHEREAS, Assignor hereby represents that it is the current owner in the United States and its territories of any and all rights in the registered trademarks (the “Mark(s)”):

- BOB VILA’S for “Prerecorded video tapes featuring information in the field of home improvement, home construction and home buying; computer software for use in design management, project management, project tracking and viewing and comparing construction and architectural styles in the field of home improvement, home construction and home buying” in Class 9 (U.S. Registration No. 2,590,683);
- BOBVILA.COM for “Computerized on-line information and consultation services in the field of home improvement, home renovation, home remodeling, home construction, home maintenance, and home repair” in Class 37 and “Computerized on-line information and consultation services in the field of home design, home security, architectural services, and landscaping design” in Class 42 (U.S. Registration No. 2,728,552);
- BOBVILA.COM for “Computerized on-line retail services in the field of home improvement, home renovation, home remodeling, home construction, home maintenance, home repair, home design, home security, home services including contractor and architectural services, and landscaping” in Class 35 (U.S. Registration No. 2,581,160);
- BOB VILA for “Series of books in the field of home improvement, home renovation, home construction, home repair, home design and landscaping” in Class 16 (U.S. Registration No. 2,570,957);
- BOB VILA for “Downloadable software in the nature of mobile applications for providing information in the field of home improvement, home renovation, home remodeling, home construction, home maintenance, home repair, home design, home security and home landscaping; downloadable electronic books, audio books, webinars, webcasts and podcasts in the field of home improvement, home renovation, home remodeling, home construction, home maintenance, home repair, home design, home security and home landscaping” in Class 9; “Streaming of audio and visual material on the Internet” in Class 38; and “Providing a website featuring non-downloadable articles, blog posts, on-line electronic newsletters, videos and audio content in the fields of home improvement, home renovation, home remodeling, home construction, home maintenance, home repair, home design, home security and home landscaping” in Class 41 (U.S. Registration No. 4,758,928); and
- HOME AGAIN WITH BOB VILA for “Streaming of audio and video material on the Internet” in Class 38 and “Entertainment services in the nature of an ongoing television program in the field of home improvement, home renovation, home remodeling, home constructions, home maintenance, home repair, home design, home security and home

landscaping” in Class 41 (U.S. Registration No. 4,763,405).

WHEREAS, Assignee is acquiring the entire business or portion thereof to which the Mark pertains as required by 15 U.S.C. §1060;

NOW THEREFORE, in consideration of the premises and the agreements contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged:

1. Assignor hereby transfers to Assignee, as part of the business or portion thereof to which the Mark pertains as required by 15 U.S.C. § 1060, free and clear of all encumbrances, all of: (a) the Assignor’s entire right, title, and interest to the Marks, (b) the entire right, title and interest in and to U.S. Registration Nos. 2,590,683, 2,581,160, 2,728,552, 2,570,957, 4,758,928, and 4,763,405 and all renewals and extensions thereof, (c) all statutory, common law, equitable and civil law rights (whether arising under federal, state or provincial law in the United States) related to the Marks, (d) the goodwill developed through use of the Marks, and (e) the right to sue for and recover for, and the right to profits or damages due or accrued in connection with, any and all past, present or future infringement or dilution of the Marks.

2. Assignor further agrees, without further consideration, to undertake, at the request of Assignee, to execute and deliver such further documentation, including confirmatory intellectual property assignments as reasonably requested by Assignee, its successors, assigns and nominees, to obtain from Assignor record title to the Marks transferred herein.

3. Assignor hereby acknowledges and agrees that from and after the date hereof, Assignee shall be the sole and exclusive owner of the Marks. Assignor further authorizes and requests the appropriate authority or authorities whose duty it is to record trademarks and any applications and title thereto, to record the trademarks and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Assignment.

**{Signature on following
page}**

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first set forth above.

VILA MEDIA, LLC

By: Robert J Vila
Name: Robert J. Vila
Title: President

VILA PROMOTIONS, LLC

By: Robert J Vila
Name: Robert J. Vila
Title: President