

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408284

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sonar Media, Inc.		02/06/2014	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Yellow Submarine Acquisition, LLC		
Street Address:	37 West 28th St		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4081278	SONAR	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	202 857 6169		
Email:	henrye@arentfox.com		
Correspondent Name:	James R. Davis, II		
Address Line 1:	1717 K Street, NW		
Address Line 2:	Arent Fox LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	019428/18551		
NAME OF SUBMITTER:	James R. Davis, II		
SIGNATURE:	/James R. Davis, II/		
DATE SIGNED:	12/08/2016		
Total Attachments: 5			
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OP \$40.00 4081278

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”) is entered into this 6th day of February, 2014 (the “**Effective Date**”) by and between Sonar Media, Inc., a Delaware corporation (“**Assignor**”) and Yellow Submarine Acquisition, LLC, a Delaware limited liability company (“**Assignee**”).

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of even date herewith (the “**APA**”), pursuant to which Assignor has agreed to assign to Assignee the intellectual property listed in Exhibit A hereto and all intellectual property rights related thereto (collectively, the “**Assigned IP**”); and

NOW THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, by the parties agree as follows:

1. Trademarks. As of the Effective Date, Assignor conveys, assigns, and transfers to Assignee, and Assignee hereby accepts and assumes, all worldwide right, title, and interest in and to the registered and unregistered trademarks and service marks listed on Exhibit A (collectively, the “**Assigned Marks**”) as well as all goodwill associated with the Assigned Marks together with that portion of the ongoing and existing business in connection with which Assignor has a bona fide intent to use the Assigned Marks. Assignee hereby acquires all rights and priorities of Assignor in connection with each Assigned Mark.

2. General.

a. All notices, consents and approvals under this Agreement must be given in accordance with Section 5.4 of the APA.

b. This Agreement and all disputes arising out of or relating hereto shall be governed by and construed in accordance with the laws of the State of Delaware, except for such laws or applicable principles of conflicts of laws that would result in the application of the laws of a State other than Delaware.

c. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of Assignee and Assignor.

d. Failure by either Party to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights.

e. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

f. Nothing in this Agreement will be deemed or construed as creating a joint venture or partnership between the parties or is intended or shall be construed to create any third party beneficiaries. Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other party, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

g. This Agreement and the APA sets forth the entire understanding of the parties relating to the subject matter thereof and supersedes all prior agreements and understandings among or between any of the parties relating to the subject matter thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:

SONAR MEDIA, INC.

By:



Name:

Darel Klaus

Title:

Director

ASSIGNEE:

YELLOW SUBMARINE ACQUISITION, LLC

By:

Name: Michael Chasen

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ASSIGNOR:
SONAR MEDIA, INC.

ASSIGNEE:
YELLOW SUBMARINE ACQUISITION, LLC

By: _____

By: Michael J. Chasen

Name: _____

Name: Michael Chasen

Title: _____

Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A
ASSIGNED MARKS

Registered Marks

Trademark	Country	Application No./ Registration No.	Filing Date/ Reg. Date
SONAR	United States	Registration No. 4081278	Registration Date: January 3, 2012