

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426818

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mackenzie Barth		05/03/2017	INDIVIDUAL: UNITED STATES
Sarah Adler		05/03/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Spoon Media Inc.		
Street Address:	11 W 36th Street		
Internal Address:	6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4480406	SPOON UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	614-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	102444-426		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	05/09/2017		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 3, 2017 (the "Effective Date"), by and among Mackenzie Barth and Sarah Adler ("Assignors"), and Spoon Media Inc. ("Assignee"). Assignors and Assignee are referred to herein individually as "Party" and collectively as "Parties."

WHEREAS, Assignee is a party to that certain Stock Purchase Agreement by and among Assignee and Scripps Networks, LLC (the "Stock Purchase Agreement"); and

WHEREAS, Assignors own all rights, title and interests in and to the trademark identified on Schedule 1, attached hereto and incorporated herein by this reference (hereinafter referred to as the "Mark"); and

WHEREAS, in connection with the Stock Purchase Agreement, the Parties desire to enter into this Assignment for the purposes of assigning all of Assignors' rights, title and interests in the Mark and all goodwill related to or symbolized by such Mark from Assignors to Assignee and record such assignment with the United States Patent and Trademark Office and any relevant non-U.S. patent and trademark offices.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agrees as follows:

1. Assignors hereby transfer, convey, assign, set over and deliver to Assignee, and Assignee hereby accepts, all rights, title, and interests in and to the Mark, throughout the world, together with the goodwill of the business symbolized by the Mark, including without limitation, any extensions and renewals of the Mark, any and all causes of action and other rights assertable under the Mark, the right to sue third parties for past, present and future infringement of or improper activities regarding the Mark, the right to assume any licenses connected with the Mark, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

2. At any time on or after the Effective Date, Assignors agree to execute and deliver all such transfers, assignments, conveyances and assurances and take or cause to be taken such further actions as may reasonably be requested by Assignee to obtain the full benefit of this Assignment. Assignors further covenant that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Mark and all legal equivalents as may be known or accessible to Assignors. If Assignee is unable for any reason whatsoever to secure Assignors' signature to any document necessary to give effect to the assignment of the Mark to Assignee hereunder, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf and instead of Assignors, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignors.

3. Assignors acknowledge that Assignors shall have no right to receive any royalty, fee or other share of income or revenue that may be received by Assignee from the use, sale, license, publication, distribution or any other transfer or exploitation of the Mark.

4. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be

invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

5. This Assignment constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the Parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by Assignors and Assignee.

6. This Assignment is absolute, exclusive and irrevocable.

7. In the event of any dispute under this Assignment, this Assignment will be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

8. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile, or by .pdf or similar imaging transmission, will constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar imaging transmission, will be deemed to be their original signatures for any purpose whatsoever.

[Signature Page and Schedule to Follow this Page.]

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

Assignors:

MACKENZIE GAYLE BARTH

By: Mackenzie Gayle Barth
Date: 187F50E345B9451...

SARAH ELIZABETH ADLER

By: _____
Date: _____

Assignee:

SPOON MEDIA INC.

By: _____
Name: Sarah Elizabeth Adler
Title: President
Date: _____

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

Assignors:

MACKENZIE GAYLE BARTH

By: _____
Date: _____

SARAH ELIZABETH ADLER

By: *Sarah Elizabeth Adler*
Date: _____
DocuSign by: D0A0AC5F31454F2...


Assignee:

SPOON MEDIA INC.

By: *Sarah Elizabeth Adler*
Name: Sarah Elizabeth Adler
Title: President
Date: _____
DocuSign by: D0A0AC5F31454F2...

Schedule 1

Registered Trademark

Owners	Mark	Serial No. Filing Date	Registration No. Registration Date	Status	Liens
Mackenzie Barth and Sarah Adler	SPOON UNIVERSITY  SPOON UNIVERSITY	85947079 May 31, 2013	4480406 February 11, 2014	Registered	N/A