

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443189

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|------------------------------|--------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 07/06/2017 |
| SEQUENCE: | 1 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------|----------|----------------|--------------|
| Yardbarker, Inc. | | 07/06/2017 | Corporation: |

RECEIVING PARTY DATA

| | |
|------------------------|---------------------------------------|
| Name: | YB Media, LLC |
| Street Address: | 1534 Plaza Lane, #146 |
| City: | Burlingame |
| State/Country: | CALIFORNIA |
| Postal Code: | 94010 |
| Entity Type: | Limited Liability Company: CALIFORNIA |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------|
| Registration Number: | 3349839 | YARDBARKER |
| Registration Number: | 4560893 | YARDBARKER |
| Registration Number: | 4812044 | YARDBARKER |

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 310-467-5804
 Email: Ben@yardbarker.com
 Correspondent Name: Ben Maggin
 Address Line 1: 12124 Goshen Avenue #105
 Address Line 4: Los Angeles, CALIFORNIA 90049

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Ben Maggin |
| SIGNATURE: | /Benjamin Maggin/ |
| DATE SIGNED: | 09/14/2017 |

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Assignment, effective as of July 6, 2017, is between Yardbarker, Inc., a Delaware corporation with a principal place of business at 611 Mission Street, Second Floor, San Francisco, CA 94105, United States (“Assignor”), and YB Media, LLC, a California limited liability company with a principal place of business at 1534 Plaza Lane, #146, Burlingame, CA 940101 (“Assignee”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which, among other things, Assignor has agreed to execute and deliver this Assignment;

WHEREAS, Assignor wishes to assign all of Assignor’s right, title and interest in and to the YARDBARKER trademarks (the “Trademarks”), including all national, state and foreign registrations, applications for registration and renewals and extensions thereof, all common law rights and goodwill related thereto, together with that portion of Assignor’s business associated with and symbolized by the Trademarks and all benefits, privileges, causes of action and remedies relating to any of the foregoing, whether before or hereafter accrued, to Assignee in accordance with the provisions of this Agreement, and Assignee wishes to accept such assignment, including without limitation the Trademarks which are registered with the United States Patent and Trademark Office as set forth in Schedule A, attached hereto; and

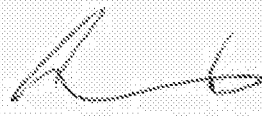
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby transfers, conveys and assigns all of its right, title and interest in and to the Trademarks to Assignee, and Assignor agrees not to challenge the validity of Assignee’s ownership in the Trademarks at any time after the date hereof. Assignor further transfers, conveys and assigns to Assignee, without any additional consideration, all ownership, right, title and interest in and to that portion of Assignor’s business symbolized by the Trademarks, and all goodwill associated with the foregoing.

2. Assignor further promises to execute and deliver to Assignee, upon reasonable request of Assignee and at the expense of Assignee, all other documents reasonably requested by Assignee to perfect and vest in Assignee all of Assignor’s rights, title and interest in and to said Trademarks.

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ACKNOWLEDGED AND AGREED
Yardbarker, Inc.

By:  _____

Name: Adam Reiss
Title: Assistant Secretary

Date: July 6, 2017

ACKNOWLEDGED AND AGREED
YB Media, LLC

By: _____

Name:
Title:

Date: _____, 2017

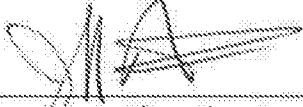
{Signature Page to Trademark Assignment}

TRADEMARK
REEL: 006154 FRAME: 0265

ACKNOWLEDGED AND AGREED
Yardbarker, Inc.

By: _____
Name: _____
Title: _____
Date: _____, 2017

ACKNOWLEDGED AND AGREED
YB Media, LLC

By: 
Name: Jeff Klofner
Title: FOUNDER
Date: Jan 6, 2017

[Signature Page to Trademark Assignment]

TRADEMARK
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Schedule A

| Mark Name | Mark Type | Status | Registration Number | Registration Date | International Classes |
|------------------|------------------|---------------|----------------------------|--------------------------|------------------------------|
| YARDBARKER | Word | Registered | 3349839 | 12/04/2007 | 38, 41 |
| YARDBARKER | Word | Registered | 4560893 | 07/01/2014 | 41 |
| YARDBARKER | Word | Registered | 4812044 | 09/15/2015 | 09 |