TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM621849

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AMN Media, LLC		01/17/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Media Properties Holdings, LLC
Street Address:	848 Liberty Drive
City:	Burlington
State/Country:	WISCONSIN
Postal Code:	53105
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5046382	LIGHTNING IN A BOTTLE
Registration Number:	4502987	ADMORE
Registration Number:	3238698	REVSHARE
Registration Number:	2980366	REVSHARE

CORRESPONDENCE DATA

Fax Number: 4142386631

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: 4142871244

Email: cazzalin@vonbriesen.com

Correspondent Name: Chad Azzaline

Address Line 1: 411 EAST WISCONSIN AVENUE

Address Line 2: **SUITE 1000**

Address Line 4: MILWAUKEE, WISCONSIN 53202

NAME OF SUBMITTER:	Patrick M. Bergin
SIGNATURE:	/PMB/
DATE SIGNED:	01/22/2021

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of January 17, 2021 at 11:30 p.m. EST is made by AMN Media, LLC ("Seller"), a Delaware limited liability company located at 848 Liberty Dr., Burlington, WI 53105, in favor of Media Properties Holdings, LLC ("Buyer"), a Delaware limited liability company, located at 848 Liberty Dr., Burlington, WI 53105, the purchaser of certain assets of Seller pursuant to the Bill of Sale and Assignment Agreement between Buyer and Seller dated as of January 17, 2021 (the "Bill of Sale").

WHEREAS, under the terms of the Bill of Sale, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office:

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller's right, title, and interest in and to the following:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
 - (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer.
- 3. <u>Terms of the Bill of Sale</u>. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Bill of Sale, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities

contained in the Bill of Sale shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Bill of Sale and the terms hereof, the terms of the Bill of Sale shall govern.

4. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

[Signature Page to Follow]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

AMN MEDIA, LLC

AGREED TO AND ACCEPTED:

MEDIA PROPERTIES HOLDINGS, LLC

By: Robert Medved, Chief Executive Officer

[Signature Page to AMN Media, LLC Trademark Assignment]

SCHEDULE 1

Assigned Trademarks

Trademark Registrations and Applications

RECORDED: 01/22/2021

Mark	Registration Number	Serial No.	Registration Date
LIGHTNING IN A BOTTLE	5,046,382	86/571,673	September 20, 2016
ADMORE	4,502,987	85/831,463	March 25, 2014
REVSHARE	3,238,698	76/662,288	May 8, 2008
REVSHARE	2,980,366	76/059,423	August 2, 2005