

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM684819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Entercoms, Inc.		10/20/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Baxter Planning Systems OpCo, LLC		
Street Address:	7801 N Capital of Texas Hwy		
Internal Address:	Unit 250		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78731		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5778480	ENTERCOMS	
Registration Number:	5017857	ENTERCOMS PULSE	
Registration Number:	5017850	ENTERCOMS SONAR	
Registration Number:	5017849	ENTERCOMS REFLEX	
Registration Number:	4922423	ENTERCOMS	
CORRESPONDENCE DATA			
Fax Number:	4043659532		
<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:	4042337000		
Email:	mmccaskill@mmmlaw.com		
Correspondent Name:	Montrell McCaskill		
Address Line 1:	3343 Peachtree Street N.E.		
Address Line 2:	1600 Atlanta Financial Center		
Address Line 4:	Atlanta, GEORGIA 30326		
ATTORNEY DOCKET NUMBER:	37514-140266		
NAME OF SUBMITTER:	Montrell McCaskill		
SIGNATURE:	/Montrell McCaskill/		
DATE SIGNED:	11/01/2021		

CH \$140.00 5778480

Total Attachments: 10

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this “**Assignment**”) is made and entered into as of October 20, 2021 (the “**Effective Date**”), by and between Entercoms, Inc., a Delaware corporation (“**Assignor**”), and Baxter Planning Systems Opco, LLC, a Delaware limited liability company (“**Assignee**”). All terms not otherwise defined herein shall have such meanings as ascribed to them in that certain Asset Purchase Agreement, dated as of October 20, 2021 (the “**Purchase Agreement**”), by and among Assignor, Assignee and certain other parties named thereto.

WITNESSETH:

WHEREAS, Assignor, as seller, and Assignee, as purchaser, are parties to the Purchase Agreement, pursuant to which Assignor has agreed to sell and deliver to Assignee or one or more of its Affiliates, and Assignee or one or more of its Affiliates have agreed to purchase from Assignor, all of Assignor’s right, title, and interest in and to the Purchased Assets;

WHEREAS, in connection with the sale and purchase of the Purchased Assets, Assignor has agreed to assign to Assignee or one or more of its Affiliates all of Assignor’s right, title and interest in and to, and Assignee or one or more of its Affiliates have agreed to assume from Assignor all of Assignor’s obligations and liabilities under or relating to, the Seller Owned IP, including, without limitation, the applications and registrations for Seller Owned IP listed on Exhibit A attached.

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

1. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee, effective as of the Effective Date, any and all of the right, title and interest Assignor may have in and to the Seller Owned IP throughout the world, including without limitation in each case all goodwill associated with the business appurtenant thereto, together with all rights of action, both at law and in equity with respect thereto, including all rights to sue, settle any claim, and collect all damages and obtain all remedies for any past, present, or future infringement, misappropriation or other violation of such Seller Owned IP, the same to be held and enjoyed by Assignee, its successors and assigns forever, as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made, and Assignee does hereby accept such assignment, transfer and conveyance. Assignor hereby waives any so-called “droit moral” rights, “moral rights of authors” and all other similar rights in or related to such Seller Owned IP, however denominated throughout the world.

2. Assumption. Assignee hereby assumes all liabilities and obligations of Assignor under the Seller Owned IP which arise or accrue on or after the Effective Date, and agrees to perform all obligations of Assignor under the Acquired Intellectual Property which are to be performed or which become due on or after the Effective Date.

3. Further Assurances. Assignor covenants with Assignee and Assignee covenants with Assignor that each will execute or procure any additional documents necessary to establish the rights of the other hereunder.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

5. Binding Effect. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule of any other jurisdiction.

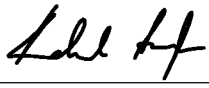
7. Conflicts with Purchase Agreement. In the event of any conflict between the terms, provisions or conditions of this Assignment and the terms, provisions or conditions of the Purchase Agreement, the terms, provisions and conditions of the Purchase Agreement shall govern. Nothing contained in this Assignment shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Purchase Agreement or the rights or obligations of the parties.

[Signature Page Follows.]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the date set forth above.

Assignor:

ENTERCOMS, INC.
a Delaware corporation

By:  _____

Name: Rahul Singh

Title: Chief Executive Officer

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the date set forth above.

Assignor:

ENTERCOMS, INC.
a Delaware corporation

By: _____

Name: Rahul Singh

Title: Chief Executive Officer

Assignee:

BAXTER PLANNING SYSTEMS OPCO, LLC
a Delaware limited liability company

DocuSigned by:

By: Elliot Strumlauf
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Name: Elliot Strumlauf

Title: Chief Financial Officer

EXHIBIT A

Acquired Intellectual Property

Patent Assets.


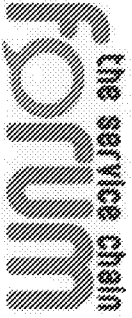
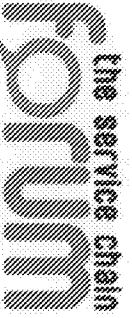
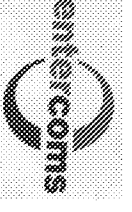
APPLICATION TITLE	APPLICATION NO. / PATENT NO. / JURISDICTION	FILING DATE / ISSUE DATE	OWNER OF RECORD	STATUS
PART CHAIN MANAGEMENT IN AN AFTERMARKET SERVICES INDUSTRY	16/356,665 10,810,548 United States	03/18/2019 10/20/2020	Entercoms, Inc.	Issued
PART CHAIN MANAGEMENT IN AN AFTERMARKET SERVICES INDUSTRY	14/185,759 10,262,297 United States	02/20/2014 04/16/2019	Entercoms, Inc.	Issued
SYSTEMS AND METHOD FOR SERVICE CHAIN VISUALIZATION AND MONITORING OF REUSABLE COMMODITIES	14/068,779 10,475,040 United States	10/31/2013 11/12/2019	Entercoms, Inc.	Issued
PART CHAIN MANAGEMENT IN AN AFTERMARKET SERVICES INDUSTRY	17/074,355 N/A	10/19/2020 N/A	Entercoms, Inc.	Pending

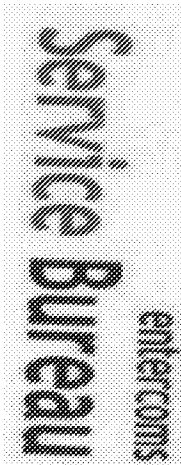

	United States				
PART CHAIN MANAGEMENT IN AN AFTERMARKET SERVICES INDUSTRY	14/144,548 N/A United States	12/31/2013 N/A	Entercoms, Inc.	Abandoned	
METHOD FOR MANAGEMENT OF A POST SALES SERVICES SUPPLY CHAIN	14/106,035 N/A United States	12/13/2013 N/A	Entercoms, Inc.	Abandoned	
METHOD FOR MANAGEMENT OF A POST-SALES SERVICES SUPPLY CHAIN	13/482,111 N/A United States	05/29/2012 N/A	Entercoms, Inc.	Abandoned	
PART CHAIN MANAGEMENT IN AN AFTERMARKET SERVICES INDUSTRY	61/882,426 N/A United States	09/25/2013 N/A	Entercoms, Inc.	Expired	
SYSTEMS AND METHOD FOR SERVICE CHAIN VISUALIZATION AND MONITORING OF REUSABLE COMMODITIES	61/767,924 N/A United States	02/22/2013 N/A	None	Expired	
BUSINESS PROCESS AND METHOD FOR MANAGEMENT OF A POST-	61/490,137	05/27/2012	Entercoms, Inc.	Expired	

SALES SERVICES SUPPLY CHAIN	N/A	N/A		
	United States			

Trademark Assets.

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
ENTERCOMS	87/627,819 5,778,480 United States	09/29/2017 06/18/2019	Entercoms, Inc.	Registered
ENTERCOMS PULSE	86/865,865 5,017,857 United States	01/05/2016 08/09/2016	Entercoms, Inc.	Registered
ENTERCOMS SONAR	86/865,686 5,017,850 United States	01/05/2016 08/09/2016	Entercoms, Inc.	Registered
ENTERCOMS REFLEX	86/865,677 5,017,849	01/05/2016 08/09/2016	Entercoms, Inc.	Registered

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
	86/715,592 4,922,423 United States	08/05/2015 03/22/2016	Entercoms, Inc.	Registered
	2316326 2316326 India	04/17/2012 04/17/2012	Entercoms Solutions Private Limited	Registered
	2316327 2316327 India	04/17/2012 04/17/2012	Entercoms Solutions Private Limited	Registered
	1811314 1811314 India	04/27/2009 04/27/2009	Entercoms Solutions Private Limited	Registered

MARK	SERIAL NO. / REGISTRATION NO. / JURISDICTION	FILING DATE / REGISTRATION DATE	OWNER OF RECORD	STATUS
	1811315 1811315 India	04/27/2009 04/27/2009	Entercoms Solutions Private Limited	Registered
	N/A N/A United States	N/A N/A	N/A	Common Law

Domain Names.

DOMAIN	REGISTRANT	REGISTRAR	EXPIRATION DATE
ENTERCOMS.COM	Contact Privacy Inc.	Tucows, Inc.	07/06/2022
ENTERCOMS.NET	Entercoms	FastDomain, Inc.	03/29/2022
LEANSERVICECHAIN.COM	Entercoms	FastDomain, Inc.	11/06/2021
SERVICEPARTSEXCHANGE.COM	Entercoms	FastDomain, Inc.	01/11/2022

TRADEMARK

REEL: 007478 FRAME: 0853

RECORDED: 11/01/2021