

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
URL Holdings Group LLC		07/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Babcox Media Inc.		
Street Address:	3550 Embassy Parkway		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44333-8318		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5366527	SOUTH FLORIDA BUSINESS & WEALTH	
CORRESPONDENCE DATA			
Fax Number:	2162413707		
<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:	2162412838		
Email:	tmTaftdocket@taftlaw.com, awilcox@taftlaw.com, cnemecek@taftlaw.com		
Correspondent Name:	Amanda H. Wilcox		
Address Line 1:	200 Public Square, Suite 3500		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	BAB09-GN079		
NAME OF SUBMITTER:	Amanda H. Wilcox		
SIGNATURE:	/Amanda H. Wilcox/		
DATE SIGNED:	10/12/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”), effective as of July 1, 2022 (the “**Effective Date**”), is entered into by and among (i) Redemption Media Holdings, LLC, a Florida limited liability company (“**RMH**”), (ii) South Florida Business and Wealth, LLC (“**SFBW**”), (iii) Lifestyle Publications, LLC, a Florida limited liability company (“**LP LLC**” and, together with RMH and SFBW, collectively, “**Sellers**” and each a “**Seller**”), (iv) URL Holdings Group LLC, a Delaware limited liability company (“**Holdings**” and, together with Sellers, collectively, “**Assignors**” and each an “**Assignor**”), and (v) Babcox Media, Inc., an Ohio corporation (“**Assignee**”). Capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Assignors are collectively the owners of all rights, title, and interests in the trademarks set forth in the attached Schedule A (the “**Marks**”);

WHEREAS, the Assignee wishes to acquire from the Assignors, and the Assignors wish to transfer to the Assignee, all of the Assignors’ rights, title, and interests in and to the Marks; and

WHEREAS, Sellers and the Assignee have entered into that certain Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”), pursuant to which the Assignee is acquiring certain assets of Sellers as set forth in the Purchase Agreement, including the Marks, which are held by Holdings for the benefit of Sellers.

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

1. Each Assignor hereby assigns, transfers, and conveys to the Assignee, and the Assignee hereby accepts, each Assignor’s entire and undivided right, title and interest, whether now existing or hereafter acquired, in and to the Marks, together with all the associated goodwill of its business symbolized by the Marks, and all applications and registrations of the Marks, as well as all rights to injunctive relief, damages and profits, due or accrued, arising out of all causes of action, past, present and future, pertaining to the Marks, including infringement of the Marks, or other violations, or injury to the said goodwill, and the right to sue, either at law or in equity, and recover the same in the Assignee’s own name; provided that, with respect to United States intent-to-use trademark applications set forth in Schedule A, the transfer of such applications accompanies the transfer of each Assignor’s business, or portion of the business to which the intent-to-use trademark application pertains, and that business is ongoing and existing.

2. Each Assignor will provide to the Assignee, its successors, assigns and other legal representatives, reasonable cooperation and assistance, and do all acts and take such further action, including the execution, acknowledgment and delivery of such additional documents as the Assignee may reasonably request and as may be required under the applicable trademark laws and requirements, to carry out and fulfill the purposes and intent of this Trademark Assignment. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto, and their permitted successors in interest and assigns.

3. All matters relating to the interpretation, construction, validity and enforcement of this Trademark Assignment shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of Ohio.

4. Whenever possible, each provision of this Trademark Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Trademark Assignment is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trademark Assignment.

5. Notwithstanding anything herein to the contrary, the provisions of this Trademark Assignment shall be subject to the provisions of the Purchase Agreement. If and to the extent the provisions of this Trademark Assignment are inconsistent in any way with the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall be controlling. Nothing contained herein shall be deemed to alter, modify, expand, or diminish the terms and provisions set forth in the Purchase Agreement.

6. This Trademark Assignment may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of this Trademark Assignment by facsimile transmission or other electronic transmission (including by electronic mail in portable document format (.pdf)) shall be as effective as delivery of a manually executed counterpart hereof and shall be considered to have the same binding legal effect as if it were the original signed version hereof delivered in person.

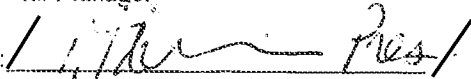
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IN WITNESS WHEREOF, the Assignors and the Assignee have caused this Trademark Assignment to be duly executed as of the date first written above.

ASSIGNORS:

Redemption Media Holdings, LLC

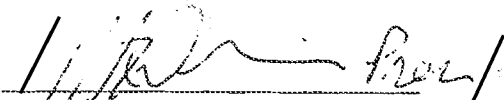
By: Beta Investment Group, Inc.,
its Manager -

By: 
Name: Howard S. Dvorkin
Title: President

South Florida Business and Wealth, LLC

By: Redemption Media Holdings LLC,
its Manager

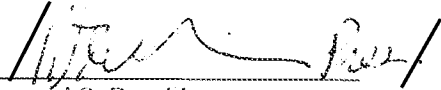
By: Beta Investment Group, Inc.,
its Manager

By: 
Name: Howard S. Dvorkin
Title: President

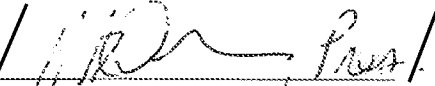
Lifestyle Publications, LLC

By: Redemption Media Holdings
LLC, its Manager

By: Beta Investment Group, Inc.,
its Manager

By: 
Name: Howard S. Dvorkin
Title: President

URL Holdings Group LLC
By: NRNS, Inc., its Manager

By: 
Name: Howard S. Dvorkin
Title: President

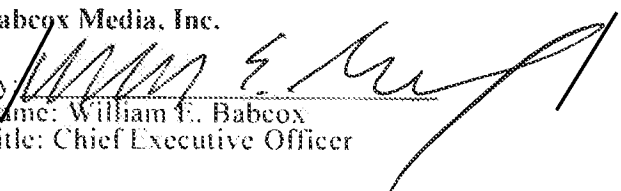
Signature Page to Trademark Assignment

TRADEMARK
REEL: 008225 FRAME: 0278

ASSIGNEE:

Babeox Media, Inc.

By


Name: William E. Babeox

Title: Chief Executive Officer

Signature Page to Trademark Assignment

SCHEDULE A
Registered Marks

<i>Trademark</i>	<i>Country</i>	<i>Filed</i>	<i>Serial No.</i>	<i>Reg. Date</i>	<i>Reg. No.</i>	<i>Status</i>	<i>Owner</i>
South Florida Business & Wealth	United States	04-21-2014	86-257,450	08-04-2017	5,366,527	Live	URL Holdings Group, LLC