

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428025

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
Elite Daily, Inc.		04/17/2017	Corporation:

RECEIVING PARTY DATA

Name:	BDG Media, Inc.
Street Address:	158 W 27th Street
Internal Address:	11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10001
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	87250255	5STAGES
Serial Number:	87004814	CRAFTED BY ELITE DAILY
Registration Number:	4647321	ELITE DAILY
Serial Number:	87250222	GEN WHY
Serial Number:	87250281	INSIGHTS
Serial Number:	87250305	LABS
Serial Number:	87249118	MILLENNIALS OF NEW YORK
Serial Number:	87249199	MILLENNIALS OF NY
Serial Number:	87249211	MONY
Serial Number:	87250313	NICE FOOD FOR NOT MUCH
Serial Number:	87249167	THE EDGE
Registration Number:	4907954	THE VOICE OF GENERATION-Y

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.

Email: rravitzka@gunder.com

OP \$315.00 87250255

Correspondent Name: BDG Media, Inc.
Address Line 1: 158 W 27th Street
Address Line 2: 11th Floor
Address Line 4: New York, NEW YORK 10001

NAME OF SUBMITTER: Hannah Rose Stein

SIGNATURE: /hrs/

DATE SIGNED: 05/18/2017

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of April 17, 2017 (“**Effective Date**”) by and between Elite Daily, Inc., a Delaware corporation (“**Assignor**”), and BDG Media, Inc., a Delaware corporation (“**Purchaser**”).

WHEREAS, Assignor and Purchaser are parties to that certain Asset Purchase Agreement, dated April 17, 2017 (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Purchaser, and Purchaser desires to acquire from Assignor, the trademarks set forth in Schedule A attached hereto (the “**Trademarks**”).

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

1. Assignment. Assignor hereby sells, conveys, assigns, delivers and transfers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to sue for and receive all damages from past, present or future infringements or other unauthorized use of the Trademarks, the same to be held and enjoyed by Purchaser, its successors, assigns and other legal representatives.
2. Further Assurances. Assignor shall provide to Purchaser, Purchaser’s successors, assigns or other legal representatives, all such reasonable cooperation and assistance to effectuate the purposes of this Assignment.
3. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.
4. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the Laws of the State of Delaware.
5. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Assignor and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ELITE DAILY, INC.

By: 

Name: Martin Clarke
Title: President

BDG MEDIA, INC.

By: _____

Name: Bryan Goldberg
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ELITE DAILY, INC.

By: _____
Name: Martin Clarke
Title: President

BDG MEDIA, INC.

By: Bryan Goldberg
Name: Bryan Goldberg
Title: Chief Executive Officer

SCHEDULE A

Trademark Applications and Registrations:

<u>Mark</u>	<u>App. No./Reg. No./Filing Date//Reg. Date</u>	<u>Jurisdiction</u>
5STAGES	Serial No. 87250255/Filing Date: Nov. 29, 2016	USA
CRAFTED BY ELITE DAILY	Serial No.: 87004814/Filing Date: Apr. 18, 2016	USA
ELITE DAILY	Reg. No.: 015985617/Reg. Date: Mar. 2, 2017	EU
ELITE DAILY	Reg. No: 3193887 /Reg. Date: Jan. 20, 2017	UK
ELITE DAILY	Reg. No: 4647321 (Serial No.: 85538781)/Reg. Date: Dec. 2, 2014	USA
GEN WHY	Serial No.: 87250222/Filing Date: Nov. 29, 2016	USA
INSIGHTS	Serial No.: 87250281/Filing Date: Nov. 29, 2016	USA
LABS	Serial No: 87250305/Filing Date: Nov. 29, 2016	USA
MILLENNIALS OF NEW YORK	Serial No.: 87249118/Filing Date: Nov. 28, 2016	USA
MILLENNIALS OF NY	Serial No.: 87249199/Filing Date: Nov. 28, 2016	USA
MONY	Serial No.: 87249211/Filing Date: Nov. 28, 2016	USA
NICE FOOD FOR NOT MUCH	Serial No.: 87250313/Filing Date: Nov. 29, 2016	USA
THE EDGE	Serial No.: 87249167/Filing Date: Nov. 28, 2016	USA
THE VOICE OF GENERATION-Y	Registration No.: 4907954 (Serial No.: 86667609)/Reg. Date: Mar. 1, 2016	USA