

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509118

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Defy Media, LLC		02/05/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Defy Media (ABC), LLC		
Street Address:	366 5th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88084742	ALLOY	
Registration Number:	4810818	CLEVVER	
Registration Number:	4153821	CLEVVER	
Registration Number:	5533222	CLEVVER	
Registration Number:	4810817	CLEVVER MAGAZINE	
Registration Number:	4928504	FORMAL FRIDAY	
CORRESPONDENCE DATA			
Fax Number:	6462802010		
<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:	2126492010		
Email:	trademarks@hearst.com		
Correspondent Name:	Maureen Sheehan		
Address Line 1:	300 West 57th Street		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Rosemary Douglas		
SIGNATURE:	/Rosemary Douglas/		
DATE SIGNED:	02/07/2019		

CH \$165.00 88084742

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of February 5, 2019, by and between DEFY MEDIA, LLC, a Delaware limited liability company ("Assignor") and Defy Media (ABC), LLC, a California limited liability company ("Assignee"). Assignee, as Assignee for the Benefit of Creditors of Assignor, and Hearst Studios West, Inc., a Delaware corporation ("Buyer") are parties to that certain Asset Purchase Agreement dated as the date hereof, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to that certain General Assignment made by Assignor in favor of Assignee dated as of November 12, 2018 and effective as of November 13, 2018 (the "General Assignment"), Assignor granted, assigned, bargained, sold and transferred to Assignee all of its property and assets to Assignee in trust and for the benefit of Assignor's creditors pursuant to applicable law;

WHEREAS, pursuant to the General Assignment, Assignor, in particular, has assigned and transferred to Assignee all of Assignor's rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the "Marks"), and Assignee has agreed to accept such assignment and transfer from Assignor; and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks to Assignee;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

2. This Trademark Assignment is subject to the terms and conditions of the General Assignment and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the General Assignment, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the General Assignment, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the General Assignment, the General Assignment shall control.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNOR:

DEFY MEDIA, LLC, a Delaware limited liability company

By Craig A. Jalbert

Name: Craig A. Jalbert

Title: Manager

ASSIGNEE:

DEFY MEDIA (ABC), LLC, a California limited liability company




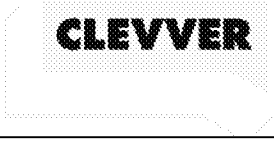
By: [Signature]

Name: Andries Verschelden

Title: Manager

Schedule A
To Trademark Assignment

Marks

Country	Trademark	App. No.	Reg. No.
China	CLEVVER	25082903	
China	CLEVVER Logo 		25082905
China	CLEVVER Logo 		25082904
China	CLEVVER Logo 		25082902
US	ALLOY	88/084742	
US	CLEVVER	86005493	4810818
US	CLEVVER	85442785	4153821
US	CLEVVER Logo 	87543491	5533222
US	CLEVVER MAGAZINE	86005474	4810817
US	CLEVVERTV	85442790	4153822
US	FORMAL FRIDAY	86455147	4928504