

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611291

| | | | |
|---|--|-------------------------------------|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Brothers Media Group, LLC d/b/a Automotive Broadcasting Network | | 01/02/2020 | Limited Liability Company: |
| RECEIVING PARTY DATA | | | |
| Name: | Brothers Media Group IP Holdings, LLC | | |
| Street Address: | 5220 Belfort Road | | |
| Internal Address: | Suite 400 | | |
| City: | Jacksonville | | |
| State/Country: | FLORIDA | | |
| Postal Code: | 32082 | | |
| Entity Type: | Limited Liability Company: FLORIDA | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6013738 | BMG | |
| Registration Number: | 6013739 | BMG | |
| Registration Number: | 6002717 | ABN INSPIRE! | |
| Registration Number: | 6002718 | ABN INSPIRE! | |
| Registration Number: | 4987829 | AUTOMOTIVE BROADCASTING NETWORK | |
| Registration Number: | 3605027 | ABN | |
| Registration Number: | 6044316 | DEALERIT | |
| Registration Number: | 3589332 | AUTOMOTIVE BROADCASTING NETWORK | |
| Serial Number: | 77379314 | YOU'LL LOVE WHAT YOU SEE | |
| Serial Number: | 77320472 | ABN AUTOMOTIVE BROADCASTING NETWORK | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9043399504 | | |
| <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: | 9045675311 | | |
| Email: | support@advoslegal.com | | |
| Correspondent Name: | Gwen Hutcheson Griggs | | |

OP \$265.00 6013738

Address Line 1: 5000 Sawgrass Village Cir Ste 7
Address Line 4: Ponte Vedra Beach, FLORIDA 32082

NAME OF SUBMITTER: Gwen Hutcheson Griggs

SIGNATURE: /Gwen Hutcheson Griggs/

DATE SIGNED: 11/30/2020

Total Attachments: 5

source=2020-1109 Intellectual Property Assignment Agreement - Recordable (BMG)-ex#page1.tif
source=2020-1109 Intellectual Property Assignment Agreement - Recordable (BMG)-ex#page2.tif
source=2020-1109 Intellectual Property Assignment Agreement - Recordable (BMG)-ex#page3.tif
source=2020-1109 Intellectual Property Assignment Agreement - Recordable (BMG)-ex#page4.tif
source=2020-1109 Intellectual Property Assignment Agreement - Recordable (BMG)-ex#page5.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), effective as of January 2, 2020 (the "**Effective Date**"), is made by and between Brothers Media Group, LLC d/b/a Automotive Broadcasting Group, a Nevada limited liability company having its principal place of business at 112 North Curry Street, Carson City, NV 89703 ("**ABN**"), in favor of Brothers Media Group IP Holdings, LLC, a Delaware limited liability company ("**HoldCo**").

WHEREAS, pursuant to the Software Acquisition and Grant-Back License Agreement ("**Software Agreement**") entered into between the parties on January 2, 2020, ABN has sold, assigned, transferred, and conveyed to HoldCo and its successors and assigns, certain intellectual property of ABN, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ABN hereby irrevocably sells, conveys, transfers, and assigns to HoldCo, and HoldCo hereby accepts, all of ABN's right, title, and interest in and to, throughout the world, the following (the "**Assigned IP**"):
 - A. any patents and patent applications in whole or in part hereto set forth on Schedule 1, and all issuances, divisionals, continuations, extensions, continuations-in-part, substitutions, reissues, reexaminations, and renewals thereof (the "**Patents**"), and any other patents or patent applications from which any Patents claim priority or that claim priority from any Patents, and all inventions disclosed and claimed in any of the foregoing;
 - B. the trademark registrations set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof, and all other unregistered trademarks and servicemarks, brands, certifications, logos, trade dress, trade names, and other similar indicia of source or origin (the "**Trademarks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;
 - C. any copyrights, whether registered or unregistered, arising by applicable law of any jurisdiction throughout the world or any treaty or international convention; registrations and applications for registration of such copyrights, including the registrations and applications for registration set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof, and all other works of authorship, whether or not copyrightable (the "**Copyrights**");
 - D. all rights of any kind whatsoever of ABN accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
 - E. 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
 - F. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, 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,

*Intellectual Property Assignment Agreement - Brothers Media Group, LLC d/b/a
Automotive Broadcasting Group and Brothers Media Group IP Holdings, LLC*

with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. ABN hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by HoldCo. Following the Effective Date, upon HoldCo's reasonable request, and at HoldCo's sole cost and expense, ABN shall take such steps and actions, and provide such cooperation and assistance to HoldCo and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to HoldCo, or any assignee or successor thereto.
3. Terms of the Software Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Software Agreement, to which reference is made for a further statement of the rights and obligations of ABN and HoldCo with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Software Agreement 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 Software Agreement and the terms hereof, the terms of the Software Agreement shall govern.
4. Counterparts. This IP 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 IP 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 IP Assignment.
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. Governing Law. This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

IN WITNESS WHEREOF, ABN has duly executed and delivered this IP Assignment as of the Effective Date.

Brothers Media Group, LLC d/b/a Automotive
Broadcasting Group

Jerry Daniels

By: Jerry Daniels, President

AGREED TO AND ACCEPTED:

Brothers Media Group IP Holdings, LLC

Jerry Daniels

By: Jerry Daniels, President

.....
*Intellectual Property Assignment Agreement - Brothers Media Group, LLC d/b/a
Automotive Broadcasting Group and Brothers Media Group IP Holdings, LLC*

**SCHEDULE 1
ASSIGNED PATENTS AND PATENT APPLICATIONS**

Patents

| Title | Jurisdiction | Patent Number | Issue Date |
|--|---------------|----------------|-------------------|
| METHOD FOR REAL TIME DISTRIBUTION OF DEALERSHIP GENERATED DATA AND MEDIA ORIGINATING FROM A RETAIL ENVIRONMENT | United States | US9,226,044 B2 | December 29, 2015 |

Intellectual Property Assignment Agreement - Brothers Media Group, LLC d/b/a Automotive Broadcasting Group and Brothers Media Group IP Holdings, LLC

**SCHEDULE 2
ASSIGNED TRADEMARK REGISTRATIONS**

| Mark | Jurisdiction | Registration Number or Serial Number | Registration Date or Filing Date |
|--|---------------------|---|---|
| BMG | U.S. | 6013738 | March 17, 2020 |
| BMG | U.S. | 6013739 | March 17, 2020 |
| ABN Inspire! | U.S. | 6002717 | March 3, 2020 |
| ABN Inspire! | U.S. | 6002718 | March 3, 2020 |
| AUTOMOTIVE BROADCASTING NETWORK | U.S. | 4987829 | June 28, 2016 |
| ABN | U.S. | 3605027 | April 14, 2009 |
| DEALERIT | U.S. | 6044316 | April 28, 2020 |
| AUTOMOTIVE BROADCASTING NETWORK (dead) | U.S. | 3589332 | March 10, 2009 |
| YOU'LL LOVE WHAT YOU SEE (dead) | U.S. | 77379314 | January 24, 2008 |
| ABN AUTOMOTIVE BROADCASTING NETWORK (dead) | U.S. | 77320472 | November 2, 2007 |

.....
*Intellectual Property Assignment Agreement - Brothers Media Group, LLC d/b/a
Automotive Broadcasting Group and Brothers Media Group IP Holdings, LLC*

**SCHEDULE 3
ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

None.

*Intellectual Property Assignment Agreement - Brothers Media Group, LLC d/b/a
Automotive Broadcasting Group and Brothers Media Group IP Holdings, LLC*