

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638648

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900606377

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ebony Media Operations, LLC		01/25/2021	Limited Liability Company: TEXAS
Ebony Media Holdings, LLC		01/25/2021	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Bridgeman Sports and Media LLC
Street Address:	3309 Collins Lane
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40245
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	78439967	EBONY
Serial Number:	78439959	EBONY/JET
Serial Number:	78627928	AMERICAN BLACK ACHIEVEMENT AWARD
Serial Number:	77565508	BEAUTY OF THE WEEK
Serial Number:	76497555	BLACK FAMILY REUNION TOUR
Serial Number:	71493806	EBONY
Serial Number:	73201915	EBONY
Serial Number:	73628121	EBONY
Serial Number:	74020396	EBONY
Serial Number:	77270798	EBONY
Serial Number:	78756931	EBONY
Serial Number:	88076130	EBONY
Serial Number:	78736473	EBONY
Serial Number:	77004583	EBONY INSPIRATIONS
Serial Number:	88076176	EBONYLIVE
Serial Number:	88081701	EBONYLIVE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85809406	EBONY POWER 100
Serial Number:	77579003	EBONYJET
Serial Number:	73281567	JET
Serial Number:	77518887	JET
Serial Number:	71620506	JET
Serial Number:	77565515	JET BEAUTY
Serial Number:	77565504	JET BEAUTY OF THE WEEK
Serial Number:	85668182	POWER 100
Serial Number:	77000663	TASTE OF EBONY
Serial Number:	86513034	EBONY.COM PRESENTS MANIFEST: BLACK MEN T
Serial Number:	72452844	EBONY
Serial Number:	73105110	EBONY FASHION FAIR
Serial Number:	75177589	MISS EBONY

CORRESPONDENCE DATA

Fax Number: 3124568435

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.

Phone: 312.456.8400

Email: chiipmail@gtlaw.com

Correspondent Name: Howard E. Silverman

Address Line 1: Greenberg Traurig, LLP

Address Line 2: 77 W. Wacker Drive, Suite 3100

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	195339.010100
NAME OF SUBMITTER:	Howard E. Silverman
SIGNATURE:	/Howard E. Silverman/
DATE SIGNED:	04/12/2021

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”) is executed as of [January 25], 20[21] by and among **Ebony Media Operations, LLC**, a Texas limited liability company, **Ebony Media Holdings, LLC**, a Texas limited liability company (collectively “**Assignors**”), and **Bridgeman Sports and Media LLC**, a Delaware limited liability company (“**Assignee**”).

RECITALS

A. The Assignors are the owners of the trademarks and service marks set forth on Schedule A hereto, together with the goodwill of the business associated therewith (collectively referred to as the “**Trademarks**”);

C. Pursuant to the terms of that certain Asset Purchase Agreement dated as of October 7, 2020, by and among the Assignors and the Assignee (as amended, the “**Purchase Agreement**”), it has been agreed that the Assignors will transfer all of their right, title and interest in and to the Trademarks to the Assignee; and

D. Each Assignor desires to assign all of its respective right, title and interest in and to the Trademarks owned by said Assignor to the Assignee and the Assignee desires to acquire the Trademarks.

AGREEMENTS

For the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignors and the Assignee hereby agree as follows:

1. Assignors do hereby sell, transfer, convey, assign and deliver to the Assignee, Assignors’ entire worldwide right, title and interest in and to, the Trademarks, together with the goodwill respectively symbolized thereby, as well as any and all trademark/service mark applications and registrations, associated therewith, all as listed on Schedule A attached hereto and made a part hereof; together with all renewals thereof; all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may issue on same in the future. Together with Assignors’ entire right, title and interest in, as well as the goodwill of the business associated with, the Trademarks being assigned to Assignee, are any and all rights and privileges in the United States, as well as throughout the entire world, associated with same, including the right to sue for any and all past infringements which may have occurred at any time up to the date of this Agreement.
2. Assignors hereby request the United States Patent and Trademark Office and equivalent government authorities in located in foreign countries to record this Trademark Assignment.
3. From time to time, as and when requested by the Assignee, each Assignor will execute further papers and do such other acts as may be necessary or reasonably requested by the Assignee

to vest full title in and to all of the Trademarks in the Assignee and to facilitate the recordation of same before the United States Patent and Trademark Office and equivalent government authorities in located in foreign countries. In the event the Assignee (or its designee) is unable for any reason, after reasonable effort, to secure Assignors' signatures on any document needed in connection with the actions specified in this paragraph, each Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as said Assignor's agent and attorney in fact, which appointment is coupled with an interest, to act for and in said Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Trademark Agreement with the same legal force and effect as if executed by said Assignor.

5. This Trademark 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 (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

6. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignors and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

8. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. Assignor hereby grants to the designated attorneys of Assignee, the authority and power to insert on this instrument, any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or equivalent government authorities in located in foreign countries throughout the world.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be effective as of the closing contemplated in the Purchase Agreement.

ASSIGNORS:

EBONY MEDIA OPERATIONS, LLC

By: Robert E. Osle
Name: ROBERT E OSLE
Its: CRO

EBONY MEDIA HOLDINGS, LLC

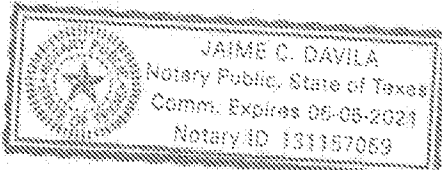
By: Robert E. Osle
Name: ROBERT E OSLE
Its: CRO

State of Texas

County of Harris

Before me, Jaime C. Davila (insert the name and character of the officer), on this day personally appeared Robert E. Osle, known to me (or proved to me on the oath of _____ or through TNOL (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of January, 2021.

(Seal) 

Jaime C. Davila
Notary Public Signature

ASSIGNEE:

BRIDGEMAN SPORTS AND MEDIA LLC

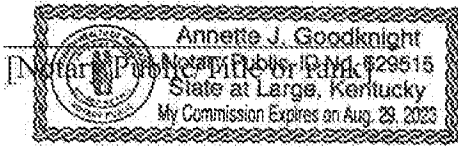
By: [Signature]
Name: Ulysses L. Bridgeman, Jr.
Its: Chief Executive Officer

State of Kentucky

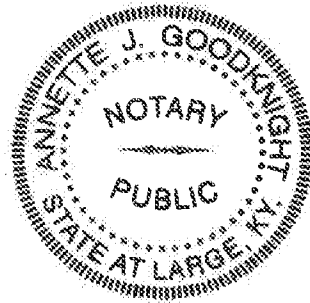
County of Jefferson

The foregoing instrument was acknowledged before me on this 25 day of January [month], 2021 [year], by Ulysses L. Bridgeman, Jr. [name of person acknowledged].

[Signature]
[Signature of person taking acknowledgement]



[Serial number, if any]



Schedule A

Trademarks

Country	Mark	Application No./ (Registration No.)	Filing Date / (Registration Date)	Class	Goods / Services
United States of America	EBONY	78/439967/(3345084)	June 23, 2004	9	prerecorded digital video disks featuring educational and entertainment programs on health, finance, beauty, fashion, cosmetics and personal care for men and women, lifestyles, african american artists and subjects of interest to african americans
	EBONY/JET	78/439959/(3345083)	November 27, 2007	9	prerecorded digital video disks featuring educational and entertainment programs on health, finance, beauty, fashion, cosmetics and personal care for men and women, lifestyles, african american artists and subjects of interest to african americans
	AMERICAN BLACK ACHIEVEMENT AWARD	78/627928/(3589447)	May 11, 2005/(March 10, 2009)	41	entertainment services, namely, organizing and arranging cultural events celebrating the success of black men and women in diverse fields
	BEAUTY OF THE WEEK	77/565508/(3675503)	September 9, 2008/(September 1, 2009)	16	magazine section in the field of general interest
	BLACK FAMILY REUNION TOUR	76/497555/(3982798)	December 5, 2002/(June 21, 2011)	41	educational and entertainment services, namely, conducting cultural programs featuring live entertainment, music, dance and audiovisual presentations, games, sweepstakes, contests, and also providing food concessions and food preparations demonstrations
	EBONY	71/493806/(0423815)	December 22, 1945/(September 10, 1946)	16	periodical publication
	EBONY	73/201915/(1179532)	January 29, 1979/(November 24, 1981)	41	entertainment services-namely, organizing and presenting talent and beauty pageants, fashion shows and television shows
	EBONY	73628121/(1536329)	November 3, 1986/(April 25, 1989)	16	books and magazines featuring topics of general interest in the fields of news and current events; fashion and beauty; health and personal care; culinary; literature, entertainment and the arts; finance, business, career opportunities; history, biographics, fiction; politics; sports; travel; education, culture, and personal relationships
	EBONY	74/020396/(2321999)	January 18, 1990/(February 22, 2000)	25	t-shirts; and women's clothes, namely, jackets,, t-shirts, hats
	EBONY	77/270798	September 4, 2007	3, 9, 16, 25,	trademark: ebony, application number: 71/493806, registration number: 0423815, file reference: 841134, classes:

Country	Mark	Application No./ (Registration No.)	Filing Date / (Registration Date)	Class	Goods / Services
				41, 44, 45	38 trademark: ebony, application number: 452844, registration number: 1050396, file reference: 960892, classes: 3 trademark: ebony, application number: 74/020396, registration number: 2321999, file reference: 951675, classes: 25, digital media, namely, downloadable audio and video recordings and cds, videotapes, laser disks and dvds featuring fitness, history, biography, television programs and sports; sunglasses, eyeglasses, eyeglass and sunglass cases; downloadable features for mobile telephones, namely, pre-recorded ringtones, wallpaper, animated wallpaper, screensavers, music, menu themes; videos and video on demand featuring fitness, history, biography, television programs and sports, news and entertainment, greeting cards; musical greeting cards; greeting cards with sound; stationery incorporating music and sound for use as greetings, announcement and invitation cards; calendars; wedding planners; art pictures, art prints, graphic art reproductions; printed art reproductions, lithographic works of art and their reproductions, shirts, cosmetic body care services, providing a selection of online electronic greeting cards
	EBONY	78/756931/(3888118)	November 18, 2005/ (December 7, 2010)	16	non-fiction books in the fields of lifestyles, and other topics of general interest; printed matter, namely, photographs, cards, featuring art work and art reproductions
	EBONY	88-076130/ (5865714)	August 13, 2018/ (September 24, 2019)	38	Streaming of audio and video tethered downloads; Video broadcasting services over the Internet or other communications network, namely, electronically transmitting video clips; Video broadcasting services via the Internet; Video-on-demand transmission; Video-on-demand transmission services; Video-on-demand transmission services via the Internet; Audio...
	EBONY (Stylized) Color Device	78/736473/(3180225)	October 19, 2005/(December 5, 2006)	16	printed publications, namely magazines of general interest; books in the field of history, education, photography, cooking, health and wellness, entertainment; children's books; and calendars
	EBONY INSPIRATION S	77/004583/(3757886)	September 21, 2006/ (March 9, 2010)	16	greeting cards

Country	Mark	Application No./ (Registration No.)	Filing Date / (Registration Date)	Class	Goods / Services
	EBONYLIVE	88-076176/(5860319)	August 16, 2018/ (September 17, 2019)	38	Streaming of audio and video tethered downloads; Streaming of audio, visual and audiovisual material via a global computer network; Streaming of video material on the Internet; Video transmission over digital networks; Broadcasting services and provision of telecommunication access to films...
	EBONYLIVE	88-081701/(5860332)	August 16, 2018/(Sep tember 17, 2019)	41	Film and video film production; Production and distribution of videos in the field of African-American culture, news, and entertainment; Providing a website featuring non-downloadable videos in the field of African-American culture, news, and entertainment; Providing films, not downloadable, via video-on-demand...
	EBONY POWER 100 LOGO in COLOR	85/809406/(4402829)	December 21, 2012/(Septem ber 17, 2013)	16, 41	annual magazine supplement in the field of listing individuals and businesses that have achieved excellence in diverse fields entertainment services, namely, organizing and arranging cultural events celebrating the success of men and women in diverse fields; entertainment and educational services, namely, providing photographic, audio, video and text presentations on successful people of color; electronic publishing services, namely, publication of texts and graphics featuring subjects of interest to african americans; conducting awards programs honoring individuals and companies that have demonstrated excellence in their personal or professional lives
	EBONY JET	77/579003/(3822578)	September 25, 2008/(July 20, 2010)	35, 41	on-line retail store services featuring publications, fashion, home, office, and personal care goods for men, women and children educational and entertainment services, namely, a continuing radio program about subjects of interest to african- americans, accessible online and via global computer networks; providing a web site featuring on-line publications in the field of news articles on health, finance, beauty, fashion, cosmetics and personal care for men and women, home design, lifestyles, african-american artists and subjects of interest to african- americans
	JET	73/281567/(1206138)	October 14, 1980/(August 24, 1982)	16	magazines featuring news, current events, fashion, sports, cosmetics and beauty care, entertainment, photographic features and business; books featuring black history, culture and achievements; calendars; magazines for children

Country	Mark	Application No./ (Registration No.)	Filing Date / (Registration Date)	Class	Goods / Services
	JET	77/518887/(4350374)	July 10, 2008/(June 11, 2013)	9, 25	pre-recorded cds featuring music; pre-recorded digital media featuring educational and entertainment programs on health, finance, beauty, fashion, cosmetics and personal care for men and women, lifestyles, african american artists and subjects of interest to african americans, laser disks and dvds featuring music and musical groups; downloadable features for mobile communication devices, namely, ringtones, wallpaper, animated wallpaper, screensavers, music, music themes, videos and video on demand featuring news, entertainment, and commentary, graphics and computer application software for mobile telephones; downloadable music via the internet and wireless devices. clothing, namely, shirts, t-shirts
	JET (SCRIPT)	71/620506/(0563152)	October 26, 1951/(August 19, 1952)	16	periodical publications
	JET BEAUTY	77/565515/(3783278)	September 9, 2008/(May 4, 2010)	16	magazine section in the field of general interest; calendars
	JET BEAUTY OF THE WEEK	77/565504/(3675502)	September 9, 2008/(Septem ber 1, 2009)	16	magazine section in the field of general interest
	POWER 100	85/668182/(4386659)	July 3, 2012/(August 20, 2013)	16, 41	annual magazine supplement in the field of listing individuals and businesses that have achieved excellence in diverse fields. entertainment services, namely, organizing and arranging cultural events celebrating the success of men and women in diverse fields; entertainment and educational services, namely, providing photographic, audio, video and text presentations on successful people of color; electronic publishing services, namely, publication of texts and graphics featuring subjects of interest to African Americans; conducting awards programs honoring individuals and companies that have demonstrated excellence in their personal or professional lives
	TASTE OF EBONY	77/000663/(3941008)	September 15, 2006/(April 5, 2011)	41	provision of instructional seminars, food preparation demonstrations and expositions in the culinary field for educational and entertainment purposes
	EBONY.COM PRESENTS MANIFEST: BLACK MEN TACKLE IDENTITY.	86/513034		16, 41, 44, 45	INT. CL. 16 BOOKS, NEWSLETTERS, BROCHURES, AND MAGAZINES IN THE FIELD OF AFRICAN AMERICAN MALE RELATED TOPICS ON LIFESTYLE, FATHERHOOD, CAREER, AND

Country	Mark	Application No./ (Registration No.)	Filing Date / (Registration Date)	Class	Goods / Services
	STRUGGLE & POWER				<p>FASHION</p> <p>INT. CL. 41 PROVIDING NON-DOWNLOADABLE ELECTRONIC JOURNALS AND ARTICLES FEATURING THE CURRENT STATE OF AFRICAN AMERICAN MEN AND BOYS IN AMERICA AND RELATED TOPICS ON LIFESTYLE, FATHERHOOD, CAREER, AND FASHION; PROVIDING A WEBSITE FEATURING BLOGS AND NON-DOWNLOADABLE ELECTRONIC PUBLICATIONS IN THE NATURE OF ARTICLES IN THE FIELD OF AFRICAN AMERICAN MALE RELATED TOPICS ON LIFESTYLE, FATHERHOOD, CAREER, AND FASHION; ENTERTAINMENT AND EDUCATIONAL SERVICES, NAMELY, EXHIBITIONS, EDUCATIONAL CONFERENCES, WORKSHOPS AND SEMINARS IN THE FIELD OF AFRICAN AMERICAN MALE RELATED TOPICS ON LIFESTYLE, FATHERHOOD, CAREER, AND FASHION; ENTERTAINMENT SERVICES, NAMELY, PROVIDING A WEB SITE FEATURING PHOTOGRAPHIC, AUDIO AND VIDEO PRESENTATIONS FEATURING AFRICAN AMERICAN MALE RELATED TOPICS ON LIFESTYLE, FATHERHOOD, CAREER, AND FASHION; NON-DOWNLOADABLE ELECTRONIC PUBLICATIONS IN THE NATURE OF ARTICLES, NEWSLETTERS, MAGAZINE AND VIDEOS IN THE FIELD OF AFRICAN AMERICAN MALE RELATED TOPICS ON LIFESTYLE, FATHERHOOD, CAREER, AND FASHION</p> <p>INT. CL. 44 PROVIDING NEWS AND INFORMATION IN THE FIELD OF AFRICAN AMERICAN MALE RELATED TOPICS ON LIFESTYLE WELLNESS AND FATHERHOOD AS IT RELATES TO DRUG AND ALCOHOL AWARENESS AND HEALTH OF CHILDREN</p> <p>INT. CL. 45 PROVIDING FASHION NEWS AND INFORMATION TO AFRICAN AMERICAN MALES</p>

Country	Mark	Application No./ (Registration No.)	Filing Date / (Registration Date)	Class	Goods / Services
	EBONY	72/452844/(1050396)	March 29, 1973/(October 12, 1976)	3	COSMETIC CLEANSING CREAMS, ASTRINGENTS, MOISTURE LOTION, HAIR-SPRAY, LIQUID FOUNDATION, CREME FOUNDATION, ROUGE, FACE POWDER, EYE SHADOW, EYE LINER, MASCARA, BROW PENCIL, LIPSTICK, LIP GLOSS, NAIL POLISH, PERFUME AND TOILET WATER
	EBONY FASHION FAIR	73/105110/(1106312)	November 1, 1976/(Novem ber 14, 1978)	41	SERVICE OF PRODUCING, ORGANIZING AND PRESENTING FASHION SHOWS
	MISS EBONY	75/177589(2196350)	October 7, 1996/(Octobe r 13, 1998)	3	Make-up, foundation, and facial powder.