# OP \$190.00 77071939

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM333047

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Columbia Bible College Broadcasting Company		12/19/2014	COMPANY:

# **RECEIVING PARTY DATA**

Name:	Educational Media Foundation	
Street Address:	5700 West Oaks Blvd.	
City:	Rocklin	
State/Country:	CALIFORNIA	
Postal Code:	95765	
Entity Type:	CORPORATION: CALIFORNIA	

# **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark	
Serial Number:	77071939	NUEVA VIDA	
Serial Number:	77072080	MORPHRADIO	
Serial Number:	86356675	FAITH FAMILY AND FREEDOM	
Serial Number:	77325331	CHARLOTTE'S NUMBER ONE FAMILY FRIENDLY S	
Serial Number:	85261619	FAMILY FRIENDLY	
Serial Number:	86126163	HELPING TO MAKE CHARLOTTE A BETTER PLACE	
Serial Number:	86266596	CHARLOTTE'S NUMBER ONE FAMILY FRIENDLY S	

# **CORRESPONDENCE DATA**

**Fax Number:** 2027835851

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: tbogans@wbklaw.com

Correspondent Name: Educational Media Foundation

Address Line 1: 5700 West Oaks Blvd.

Address Line 4: Rocklin, CALIFORNIA 95765

NAME OF SUBMITTER:	Mike Novak	
SIGNATURE:	//s//	
DATE SIGNED:	02/24/2015	

# **Total Attachments: 4**

source=WRCM WRZM WMHK Assignment and Assumption of Marks (FEC)-c1#page1.tif source=WRCM WRZM WMHK Assignment and Assumption of Marks (FEC)-c1#page2.tif source=WRCM WRZM WMHK Assignment and Assumption of Marks (FEC)-c1#page3.tif source=WRCM WRZM WMHK Assignment and Assumption of Marks (FEC)-c1#page4.tif

# ASSIGNMENT OF MARKS WRCM(FM) WRZM(FM) WMHK(FM) W268BU

This Assignment of Marks ("<u>Assignment</u>") is executed as of December 19, 2014 by **COLUMBIA INTERNATIONAL UNIVERSITY**, a South Carolina non-profit corporation ("<u>CIU</u>") and **COLUMBIA BIBLE COLLEGE BROADCASTING COMPANY**, a South Carolina for-profit corporation ("<u>CBCBC</u>" and together with CIU, "<u>Assignor</u>") in favor of **EDUCATIONAL MEDIA FOUNDATION**, a California non-profit corporation ("Assignee").

WHEREAS, Assignee and Assignor are parties to that certain (i) Asset Purchase Agreement dated as of September 28, 2014 related to Assignee's acquisition of certain assets, properties, interests and rights of Assignor used in the operation of radio stations WRCM(FM), Wingate, North Carolina (Channel 220, 91.9 MHz, FCC Facility Id. #12400)("WRCM"), WRZM(FM), Boiling Springs, North Carolina (Channel 202, 88.3 MHz, FCC Facility Id. #23156)("WRZM"), and WMHK(FM), Columbia, South Carolina (Channel 209, 89.7 MHz, FCC Facility Id. #12410)("WMHK")("WRCM Purchase Agreement") and (ii) Asset Purchase Agreement dated as of September 28, 2014 related to Assignee's acquisition of the Construction Permit for FM translator W268BU, Mooresville, NC ("Construction Permit")("Translator Purchase Agreement") and together with the WRCM Purchase Agreement, the "Purchase Agreements").

**WHEREAS**, Assignor owns the right, title and interest in, to and under the registered marks listed on <u>Schedule A</u> which marks are used or held for use in the business and operations of the stations (the "<u>Marks</u>");

:

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, Assignor agrees as follows:

- 1. <u>Assignment</u>. Assignor does hereby assign and transfer to Assignee all of Assignor's interests and rights in and to the Marks described in Schedule A hereto (including the registrations thereof and applications therefor (wherever filed)), together with any goodwill associated with the Marks, free and clear of any Liens except as to any obligation or liability of Assignor that Assignee may have expressly agreed in writing to assume and except for Permitted Liens (if any). Notwithstanding anything in this Assignment to the contrary, nothing herein shall transfer, convey or assign to Assignee, and Assignor shall retain all right, title and interest in and to the Excluded Assets.
- 2. <u>Effectiveness.</u> This Assignment will be effective as of 12:01 A.M., Eastern Standard Time, on the Closing Date.
- 3. <u>Further Assurances</u>. From time to time following the effective time of this Assignment, upon the reasonable request of any party hereto, the other party or parties shall execute and deliver (or cause to be executed and delivered) such other documents and further instruments of conveyance, transfer, assignment, acceptance and assumption, and shall take (or cause to be taken) such other action, without any further compensation, but at no cost or expense to such other party or parties (other than reasonable or customary administrative or legal

expenses), as may be reasonably necessary to sell, transfer, convey, assign and deliver the Marks to Assignee or for collecting and reducing to possession any property, or exercising any rights, with respect thereto.

- 4. <u>Binding Effect</u>. This Assignment will be binding upon Assignor and Assignee and will inure to the benefit of Assignee and its respective successors and assigns. Except for Assignee and its successors and assigns, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment against Assignor.
- 5. <u>Amendment</u>. No amendment, supplement, modification, waiver or termination of this Assignment or any provision hereof shall be binding unless executed in writing by the party to be bound thereby.
- 6. <u>Governing Law</u>. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State of South Carolina, but without regard to the choice of laws provisions thereof.
- 7. <u>Conflicts.</u> This Assignment is executed and delivered pursuant to the Purchase Agreements. This Assignment may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreements, and in the event of any conflict between this Assignment and the Purchase Agreements, the Purchase Agreements will control.
- 8. <u>Capitalized Terms</u>. Capitalized terms used herein and not defined shall have the respective meanings set forth in the Purchase Agreements.

[SIGNATURE PAGE FOLLOWS]

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# SIGNATURE PAGE TO ASSIGNMENT OF MARKS WRCM(FM) WRZM(FM) WMHK(FM) W268BU

IN WITNESS WHEREOF, Assignor has executed this Assignment of Marks as of the date first above written.

# ASSIGNOR:

### COLUMBIA INTERNATIONAL UNIVERSITY

Name: Keith Marion

Title: Sr. Vice President for Operations

# COLUMBIA BIBLE COLLEGE BROADCASTING COMPANY

Name: Keith Marion

Title: Sr. Vice President for Operations

STATE OF SOUTH CAROLINA

County of Bich land

On this // day of December, 2014, before me personally appeared Keith Marion, Sr. Vice President for Operations of Columbia International University and Columbia Bible College Broadcasting Company ("Assignors"), who acknowledged the execution of the foregoing instrument to be the free act and deed of the Assignors.

[Affix Notarial Scal]

Notary Public Potrice L. Mool

My commission expression PATRICIA D. MOAK Notary Public, South Carolina My Commission Expires

April 29, 2018

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# Schedule A Registered Marks WRCM(FM) WRZM(FM) WMHK(FM) W268BU

Registered Mark	Registration Location (e.g., PTO)	Serial Number	Registrant: Name	Registration Date
Nueva Vida	U.S. Trademark # 77071939	3583817	Columbia Bible College Broadcasting Co.	March 3, 2009
Morphradio	U.S. Trademark # 77072080	3445922	Columbia Bible College Broadcasting Co.	June 10, 2008
Faith Family and Freedom Celebration	U.S. Trademark # 86356675	77072171	Columbia Bible College Broadcasting Co.	August 5, 2008
Charlotte's Number One Family Friendly Station	U.S. Trademark # 77325331	3420988	Columbia Bible College Broadcasting Co.	April 29, 2008
Family Friendly	U.S. Trademark # 85261619	4165992	Columbia Bible College Broadcasting Co.	June 26, 2012
Helping to Make Charlotte a Better Place to Live and Raise a Family	U.S. Trademark # 86126163	4560346	Columbia Bible College Broadcasting Co.	July 1, 2014

# Pending

**RECORDED: 02/24/2015** 

86/356,675 Faith Family and Freedom 86/266,596 Charlotte's Number One Family Friendly Station

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