

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM501048

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mic Network Inc.		11/29/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BDG Media, Inc.		
<b>Street Address:</b>	315 Park Avenue S.		
<b>Internal Address:</b>	11th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5254201	FOOD.MIC	
<b>Registration Number:</b>	5254200	TECH.MIC	
<b>Registration Number:</b>	5231040	TRAVEL.MIC	
<b>Registration Number:</b>	5231039	TRAVEL.MIC	
<b>Registration Number:</b>	5231038	CONNECTIONS.MIC	
<b>Registration Number:</b>	5231035	SCIENCE.MIC	
<b>Registration Number:</b>	5198502	CONNECTIONS.MIC	
<b>Registration Number:</b>	5140898	IDENTITIES.MIC	
<b>Registration Number:</b>	5140894	STYLE.MIC	
<b>Registration Number:</b>	5140829	ARTS.MIC	
<b>Registration Number:</b>	5140828	WORLD.MIC	
<b>Registration Number:</b>	5140827	NEWS.MIC	
<b>Registration Number:</b>	5140826	MUSIC.MIC	
<b>Registration Number:</b>	5140825	POLICY.MIC	
<b>Registration Number:</b>	5140824	MIC	
<b>Registration Number:</b>	5133629	STYLE.MIC	
<b>Registration Number:</b>	5133519	POLICY.MIC	
<b>Registration Number:</b>	5133517	MIC CHECK	

OP \$465.00 5254201

**CORRESPONDENCE DATA****Fax Number:** 4159441110

*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:** 415-885-9800**Email:** trademark@prangerlaw.com, paralegal@prangerlaw.com**Correspondent Name:** Pranger Law PC**Address Line 1:** 88 Guy Place, Suite 405**Address Line 4:** San Francisco, CALIFORNIA 94105

<b>NAME OF SUBMITTER:</b>	Holly Pranger
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<b>SIGNATURE:</b>	/Holly Pranger/
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<b>DATE SIGNED:</b>	12/06/2018
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**Total Attachments: 5**

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**Exhibit C**

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of November 29, 2018 (“**Effective Date**”) by and between Mic Network 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 November 29, 2018 (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 New York.
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.

**MIC NETWORK INC.**

By: Chris Altchek  
Name: Chris Altchek  
Title: President and CEO

**BDG MEDIA, INC.**

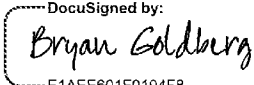
By: \_\_\_\_\_  
Name:  
Title:

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

**MIC NETWORK INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BDG MEDIA, INC.**

By:  \_\_\_\_\_  
Name: Bryan Goldberg  
Title: CEO

**SCHEDULE A**Trademark Applications and Registrations:

<b>Mark</b>	<b>App. No. / App. Date</b>	<b>Reg. No. / Reg. Date</b>	<b>Jurisdiction</b>
<b>FOOD.MIC</b>	87085548 June 27, 2016	5254201 August 1, 2017	United States
<b>TECH.MIC</b>	87085534 June 27, 2016	5254200 August 1, 2017	United States
<b>TRAVEL.MIC</b>	87086963 June 28, 2016	5231040 June 27, 2017	United States
<b>TRAVEL.MIC</b>	87086957 June 28, 2016	5231039 June 27, 2017	United States
<b>CONNECTIONS.MIC</b>	87086932 June 28, 2016	5231038 June 27, 2017	United States
<b>SCIENCE.MIC</b>	87085541 June 27, 2016	5231035 June 27, 2017	United States
<b>CONNECTIONS.MIC</b>	87086941 June 28, 2016	5198502 May 9, 2017	United States
<b>IDENTITIES.MIC</b>	87086997 June 28, 2016	5140898 February 14, 2017	United States
<b>STYLE.MIC</b>	87086946 June 28, 2016	5140894 February 14, 2017	United States
<b>ARTS.MIC</b>	87085526 June 27, 2016	5140829 February 14, 2017	United States
<b>WORLD.MIC</b>	87085522 June 27, 2016	5140828 February 14, 2017	United States
<b>NEWS.MIC</b>	87085517 June 27, 2016	5140827 February 14, 2017	United States

Mark	App. No. / App. Date	Reg. No. / Reg. Date	Jurisdiction
MUSIC.MIC	87085512 June 27, 2016	5140826 February 14, 2017	United States
POLICY.MIC	87085506 June 27, 2016	5140825 February 14, 2017	United States
MIC	87085484 June 27, 2016	5140824 February 14, 2017	United States
STYLE.MIC	87086951 June 28, 2016	5133629 January 31, 2017	United States
POLICY.MIC	87085504 June 27, 2016	5133519 January 31, 2017	United States
MIC CHECK	87085498 June 27, 2016	5133517 January 31, 2017	United States