

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM534116

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hawaii Five Subsidiary, LLC		07/26/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Gray Media Group, Inc.		
Street Address:	4370 Peachtree Road NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30319		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4375690	HOT HAWAIIAN NIGHTS	
CORRESPONDENCE DATA			
Fax Number:	2054885891		
<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:	2052263404		
Email:	ppsmith@balch.com		
Correspondent Name:	Pam P Smith		
Address Line 1:	1901 Sixth Ave N, Suite 1500		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Pam P Smith		
SIGNATURE:	/ppsmith/		
DATE SIGNED:	07/29/2019		
Total Attachments: 2			
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source=Hot Hawaiian Nights TM Assignment#page2.tif			

OP \$40.00 4375690

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of July 26, 2019 from Hawaii Five Subsidiary, LLC, a Delaware limited liability company with an address at 2131 Ayrley Town Boulevard, Suite 300, Charlotte, North Carolina 28273 ("Assignor"), to Gray Media Group, Inc. a Delaware corporation with a place of business located at 4370 Peachtree Road NE, Atlanta, Georgia 30319 ("Assignee").

WHEREAS, Assignor has determined it is in the best interest of its business and the continued use of the trademarked program if it assigns the trademark HOT HAWAIIAN NIGHTS (U.S. Registration No. 4,375,690) and the goodwill related thereto ("Assignor Trademark") to Assignee;

WHEREAS, Assignee has the capability and intent to continue use of the Assignor Trademark as part of its ongoing media business; and

WHEREAS, Assignee has agreed to accept such assignment from Assignor.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree:

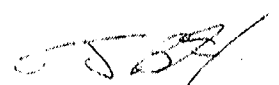
1. Assignment. Assignor hereby irrevocably sells, assigns, conveys and transfers unto Assignee all right, title, and interest in, to and under the Assignor Trademark together with (a) all associated common law rights, (b) all rights and privileges granted and secured thereby, including, without limitation, the right to receive any royalties due, the right sue and recover for any past or continuing infringement or misappropriation of the Assignor Trademark as well as the right to seek any and all remedies available at law or in equity in connection therewith and (c) all goodwill arising out of and associated with such Assignor Trademark.

2. Benefit. All right, title and interest in the Assignor Trademark shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Assignor shall make no further use of the Assignor Trademark unless authorized by Assignee.

3. Binding Effect. This Assignment and the covenants and agreements herein contained shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

4. Governing Law. This Assignment shall be governed by and construed in accordance in accordance with the laws of the State of Delaware, without regard to its conflicts of laws principles.

5. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original and, when taken together, shall constitute one agreement. Signatures to this Assignment may be exchanged by facsimile, portable document format or



other similar electronic format, and all signatures exchanged in such manner shall constitute and be deemed original signatures.

6. Further Assurances. Assignor shall execute and deliver to Assignee, at Assignee's expense, such other documents as Assignee may reasonably require to confirm the assignment herein.

7. Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this assignment. This Assignment may not be modified except in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their authorized representatives as of the date first written above.

Hawaii Five Subsidiary, LLC
("Assignor")

By: 

Name: Thomas B. Hanson

Title: President & CEO

Gray Media Group, Inc.
("Assignee")

By: 

Name: Rick Blangardi

Title: GENERAL MANAGER