

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM852381

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonnier LLC		10/23/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Flying Media Group, LLC		
Street Address:	605 Chestnut Street, Suite 800		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37450		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Registration Number:	7019801		
Registration Number:	7019803	BEST MARINE ELECTRONICS & TECHNOLOGY	
Registration Number:	7019804	BMET	
Registration Number:	7019802	BMET BEST MARINE ELECTRONICS & TECHNOLOG	
Registration Number:	4430298	BOATING	
Registration Number:	0910927	BOATING	
Registration Number:	4113281	BOATINGLAB	
Registration Number:	1039649	CRUISING WORLD	
Registration Number:	2108538	CRUISING WORLD	
Serial Number:	97499100	POWER VOYAGER	
Registration Number:	1447406	SAILING WORLD	
Registration Number:	2106613	SAILING WORLD	
Serial Number:	97262889	SAILING WORLD REGATTA	
Registration Number:	1782655	SALT WATER SPORTSMAN	
Registration Number:	2332751	SALT WATER SPORTSMAN	
Registration Number:	2667536	SALT WATER SPORTSMAN	
Registration Number:	0887526	SALT WATER SPORTSMAN	
Registration Number:	2426256	SALTWATER SPORTSMAN.COM	
Registration Number:	6910368	SFTV SPORT FISHING TELEVISION	
		TRADEMARK	

OP \$840.00 7019801

Property Type	Number	Word Mark
Registration Number:	2350988	SPORT FISHING
Registration Number:	3467465	SPORT FISHING
Registration Number:	4047264	SPORT FISHING TELEVISION
Registration Number:	1854625	SPORT FISHING THE MAGAZINE OF OFFSHORE F
Registration Number:	3027150	SPORT FISHING THE MAGAZINE OF SALTWATER
Registration Number:	3219606	THE BOAT DOCTOR
Registration Number:	4042191	WAKE AWARDS
Registration Number:	2264598	WAKE BOARDING
Registration Number:	3471950	WAKE BOARDING
Registration Number:	4722424	WAKEBOARDING
Registration Number:	3467483	WATER SKI
Registration Number:	3467599	WATER SKI
Registration Number:	1882124	WATERSKI THE WORLD'S LEADING WATER SKIIN
Registration Number:	2326200	YACHTING

CORRESPONDENCE DATA

Fax Number: 4235081211

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: 423-757-0211

Email: mnapoleon@chamblisslaw.com

Correspondent Name: Chambliss, Bahner & Stophel, P.C.

Address Line 1: 605 Chestnut Street, Suite 1700

Address Line 4: Chattanooga, TENNESSEE 37450

ATTORNEY DOCKET NUMBER: 28063_01 / 23001

NAME OF SUBMITTER: Stephen D. Adams

SIGNATURE: /StephenDAdams/

DATE SIGNED: 11/09/2023

Total Attachments: 6

source=Trademark Assignment Agreement - Bonnier#page1.tif

source=Trademark Assignment Agreement - Bonnier#page2.tif

source=Trademark Assignment Agreement - Bonnier#page3.tif

source=Trademark Assignment Agreement - Bonnier#page4.tif

source=Trademark Assignment Agreement - Bonnier#page5.tif

source=Trademark Assignment Agreement - Bonnier#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“*Assignment*”) is effective as of October 23, 2023, by and between Bonnier LLC, a Delaware limited liability company (“*Assignor*”), Flying Media Group, LLC, a Tennessee limited liability company (“*Assignee*”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “*Purchase Agreement*”; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement), pursuant to which Assignee has agreed to purchase from Assignor certain assets of Assignor, including, without limitation, all of Assignor’s right, title and interest in and to all of the trademarks, trade names, service marks, in each case that are part of the Purchased Assets, whether registered or unregistered, and all applications and registrations thereof and all worldwide and common law rights thereto, including but not limited to the trademarks, trade names and service marks identified on Exhibit A attached hereto and any and all goodwill associated therewith (collectively, the “*Marks*”).

NOW, THEREFORE, in accordance with the terms of the Purchase Agreement and in consideration of the promises and mutual covenants and agreements contained herein and therein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all of Assignor’s rights, title and interests in and to the Marks, together with (a) the applications for registration and registrations of the Marks; (b) all worldwide and common law rights that Assignor may have in the Marks; (c) the right to prosecute such applications or any new applications for the Marks, and enjoy the benefits of any registrations resulting therefrom worldwide; (d) the goodwill of the business symbolized by and associated with the Marks; and (e) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill. Assignor hereby authorizes the United States Patent and Trademark Office and any other official or organization whose duty it is to assign and/or maintain any of the Marks, at the expense of Assignee, to record Assignee as the assignee and owner of all Marks currently in the name of Assignor.
2. Further Assurances. Assignor hereby agrees with Assignee that Assignor, upon request and at the expense of Assignee, shall execute any and all further instruments regarding the assignments, conveyances and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Marks, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world. For the avoidance of doubt, in the event any third party hereafter infringes or otherwise violates Assignee’s right, title and/or interest in and to any of the Marks, Assignor agrees to cooperate fully at Assignee’s expense with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Marks, except if Assignee will seek indemnification from Assignor with respect thereto.

3. No Third Party Beneficiaries. Without limiting the rights of any party to the Purchase Agreement set forth therein, this Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns.

4. Severability. In the event that any one or more of the provisions contained in this Assignment or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Assignment and any other application thereof shall not in any way be affected or impaired thereby.

5. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Purchased Assets and Assumed Liabilities. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchange of copies of this Assignment and of signature pages by electronic transmission shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Agreement for all purposes. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

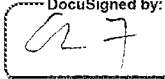
7. Governing Law; Submission to Jurisdiction. This Assignment shall be construed in accordance with and governed by the substantive and procedural laws of the State of Delaware, without regard to its conflicts of law rules. All legal proceedings arising out of or relating to this Assignment shall be resolved in accordance with the Purchase Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

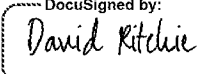
ASSIGNEE:

FLYING MEDIA GROUP, LLC

By: 
223FB9BC4B474B6...
S. Craig Fuller, its Chief Executive Officer

ASSIGNOR:

BONNIER LLC

By: 
D681698DFB2F445...
David Ritchie, its Chief Executive Officer

Signature Page to Trademark Assignment Agreement

EXHIBIT A

TRADEMARK REGISTRATIONS/APPLICATIONS

Reference Number	Mark	Country	Serial #	Registration Number	Status
11252-SN90615103	BMET - (SQUARE BLOCKS)	United States	90/615,103	7,019,801	New Application Filed
11252-SN90615124	BEST MARINE ELECTRONICS & TECHNOLOGY	United States	90/615,124	7,019,803	New Application Filed
11252-SN90615130	BMET	United States	90/615,130	7,019,804	New Application Filed
11252-SN90615114	BMET BEST MARINE ELECTRONICS & TECHNOLOGY	United States	90/615,114	7,019,802	New Application Filed
11252-RN4430298	BOATING	United States	85/944,166	4,430,298	Renewal Granted
11252-RN910927	BOATING	United States	72/357,774	0910927	Section 8 & 9 Filed
CA-TMA350869	BOATING Design	Canada	575156	TMA350869	Registered
11252-RN4113281	BOATINGLAB	United States	85/342,144	4,113,281	Renewal Filed
11252-RN1039649	CRUISING WORLD	United States	73/032,827	1,039,649	Registered
11252-RN2108538	CRUISING WORLD	United States	75/116,903	2,108,538	Renewal Filed
CA-TMA763030	CRUISING WORLD	Canada	1433157	TMA763030	Registered
11252-SN97499100	POWER VOYAGER	United States	97/499,100		New Application Filed
11252-RN1447406	SAILING WORLD	United States	73/611,828	1,447,406	Registration Renewed

11252- RN2106613	SAILING WORLD	United States	75/116,902	2,106,613	Renewal Granted
CA- TMA350869	SAILING WORLD	Canada	575156	TMA350869	Registered
CA- TMA757199	SAILING WORLD	Canada	1434383	TMA757199	Registered
11252- SN97262889	SAILING WORLD REGATTA	United States	97/262,889		Office Action
11252- RNI782655	SALT WATER SPORTSMAN	United States	74/318,241	1,782,655	Registered
11252- RN2332751	SALT WATER SPORTSMAN	United States	75/701,558	2,332,751	Renewal Granted
11252- RN2667536	SALT WATER SPORTSMAN	United States	75/716,704	2,667,536	Registered
11252- RN887526	SALT WATER SPORTSMAN	United States	72/334,380	0887526	Renewal Granted
11252- RN2426256	SALT WATER SPORTSMAN.COM	United States	75/701,556	2,426,256	Renewal Filed
11252- SN97006171	SFTV SPORT FISHING TELEVISION	United States	97/006,171	6,910,368	Response Filed
11252- RN2350988	SPORT FISHING	United States	75/574,826	2,350,988	Renewal Filed
11252- RN3467465	SPORT FISHING	United States	77/339,766	3,467,465	Renewal Filed
11252- RN4047264	SPORT FISHING TELEVISION	United States	85/393,981	4,047,264	Sec 8 filed
11252- RNI854625	SPORT FISHING THE MAGAZINE OF OFFSHORE FISHING	United States	74/417,804	1,854,625	Registered
11252- RN3027150	SPORT FISHING THE MAGAZINE OF SALTWATER FISHING	United States	78/420,596	3,027,150	Registered
11252- RN3219606	THE BOAT DOCTOR	United States	78/727,958	3,219,606	Renewal Filed
11252- RN4042191	WAKE AWARDS	United States	85/298,789	4,042,191	Renewal Filed
11252- RN2264598	WAKE BOARDING	United States	75/463,579	2,264,598	Renewal Granted

11252- RN3471950	WAKE BOARDING	United States	77/353,658	3,471,950	Renewal Filed
11252- RN4722424	WAKEBOARDING	United States	86/219,931	4,722,424	Renewal Filed
11252- RN3467483	WATER SKI	United States	77/339,924	3,467,483	Renewal Filed
11252- RN3467599	WATER SKI	United States	77/342,490	3,467,599	Renewal Filed
11252- RN1882124	WATERSKI THE WORLD'S LEADING WATER SKIING MAGAZINE	United States	74/417,802	1,882,124	Registered
11252- RN2326200	YACHTING	United States	75/649,474	2,326,200	Renewal Filed
CN12799604	YACHTING	China	12799604	12799604	Registered
CA- TMA353372	YACHTING Design	Canada	575160	TMA353372	Registered