

04/22/2014

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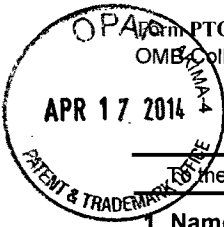


U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/20)

103667145

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY



To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Onion, Inc.

- Individual(s)
- Partnership
- Corporation- State: Wisconsin
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 7, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NYP Holdings, Inc.

Street Address: 1211 Avenue of the Americas

City: New York

State: NY

Country: USA Zip: 10036

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) 3,625,620

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

DECIDER

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Logan Snyder

Internal Address: _____

Street Address: 730 N. Franklin Street
7th Floor

City: Chicago

State: IL Zip: 60654

Phone Number: 312-751-0503 ext. 7029

Docket Number: _____

Email Address: lsnyder@theonion.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/23/2014 HTDM11 00000020 3625620
Deposit Account Number _____
01 FC:8521 _____ 49.00 OP
Authorized User Name _____

9. Signature: _____

Signature
Logan Snyder
Name of Person Signing

4/15/14
Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") is made and entered into as of April 7, 2014 ("Effective Date") by and between Onion, Inc. ("Assignor"), a Wisconsin corporation located at 730 N Franklin Street, Chicago, IL 60654, on the one hand, and NYP Holdings, Inc., a Delaware corporation, located at 1211 Avenue of the Americas, New York, NY 10036 ("Assignee"), on the other hand.

WHEREAS, Assignor has agreed to sell, convey, assign, and transfer to Assignee the service mark registration there set forth in Schedule A attached hereto along with the goodwill symbolized thereby (the "Mark");

WHEREAS, Assignor desires to assign and grant to Assignee and Assignee desires to acquire a single, undivided interest in and to the Mark;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably confirms that it has sold, conveyed, assigned, transferred, delivered, and set over to Assignee, exclusive ownership of and all right, title, and interest in and to the Mark, in the United States and in all other countries, including, without limitation, all common law rights therein, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or of any other country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or 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, together with all goodwill associated therewith, and income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all causes of action, rights of recovery, and claims for damages by reason of past, present, or future infringement or other unauthorized use of the Mark, with the right to sue for damages, and collect the same, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable countries, to record Assignee as the assignee and owner of the Mark.

In the event that any further actions are necessary or desirable to carry out and effectuate the purposes of this Assignment, each party shall take such further actions (including the execution and delivery of such further instruments and documents and causing related entities to take such further actions) as the other party may reasonably request, including the execution by Assignor of any and all additional documents required by the and by the United States Patent and Trademark Office and corresponding entities or agencies in any other applicable countries, to record Assignee as the assignee and owner of the Mark.

If any provision of this Assignment is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective heirs, successors, and permitted assigns.

This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or portable document format (.pdf) shall be as effective as delivery of a manually executed counterpart of this Assignment.

This Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Assignment or the negotiation, execution or performance of this Assignment, shall in all respects be interpreted, governed by, and construed in accordance with, the Laws of the State of New York, including, but not limited to, all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

* * * * *

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives.

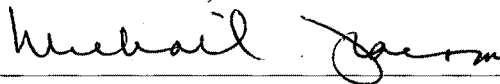
ONION, INC.



Name: Logan Snyder

Title: VP Finance

NYP HOLDINGS, INC.



Name: Michael Racano
Senior Vice President Finance
NYP Holdings, Inc.

Title: _____

Schedule A

DECIDER

U.S. Registration No. 3,625,620

NOTARIZATION

State of Illinois)
County of Cook) ss:

On this 7th day of April, 2014, before me appeared Logan Snyder, who is VP Finance of Union, Inc., the person who signed this instrument, who acknowledged that he or she signed it as a free act on behalf of the identified corporation with authority to do so.

Eladio Montenegro
Notary Public

