

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bottleneck TT, LLC		05/05/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Tribune Company		
Street Address:	435 North Michigan Ave		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85906542	THE CROWN AT TRIBUNE TOWER	
Serial Number:	85906559	THE CROWN AT TRIBUNE TOWER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-222-2180		
Email:	mwatkins@tribunemedia.com		
Correspondent Name:	Michael K. Hendershot		
Address Line 1:	435 N. Michigan Avenue		
Address Line 2:	6th Floor		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Michael K. Hendershot		
SIGNATURE:	/Michael K. Hendershot/		
DATE SIGNED:	05/23/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK ASSIGNMENT AND LICENSE AGREEMENT

This Trademark Assignment and License Agreement (this “**Agreement**”), dated May 5, 2014 (the “**Effective Date**”), is entered into by and between Tribune Company, a Delaware corporation with an address at 435 N. Michigan Avenue, Chicago, IL, 60611 (“**Tribune**”) and Bottleneck TT, LLC, an Illinois limited liability company with an address at 670 West Hubbard Street, Suite 302, Chicago, IL, 60654 (“**Bottleneck**”).

WHEREAS, Tribune owns all rights in the trademarks identified in the attached Schedule 1 (collectively, the “**Tribune Marks**”);

WHEREAS, Bottleneck has filed applications to register the Tribune Marks (the “**Applications**”), and accompanying statements of use, with the United States Patent & Trademark Office;

WHEREAS, Tribune and Bottleneck desire for Bottleneck to assign the Applications and any rights Bottleneck may have in the Tribune Marks to Tribune, and further desire for Tribune to license the Tribune Marks to Bottleneck in accordance with the terms and conditions hereof;

NOW THEREFORE, in consideration of the mutual covenants and obligations contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Bottleneck hereby sells, assigns, and transfers to Tribune, all right, title and interest that it may have in and to the Tribune Marks and the Applications, including but not limited to the right to pursue legal actions for past infringement of the Tribune Marks and related damages, together with the goodwill of that portion of Bottleneck’s business in connection with which the Tribune Marks have been used.

2. License Grant. Subject to the terms and conditions of this Agreement, Tribune hereby grants to Bottleneck, and Bottleneck hereby accepts from Tribune, a non-transferable exclusive license to use the Tribune Marks on and in connection with marketing and advertising materials for the event space that is the subject of the “License Agreement for Building Facilities” dated March 6, 2012 between Chicago Tribune Company, LLC, a wholly-owned subsidiary of Tribune, and Bottleneck (the “**Lease**”), namely, Suite No. 2500 on the 25th Floor of the building commonly known as Tribune Tower, 435 N. Michigan Avenue, Chicago, Illinois 60611.

3. Ownership. Bottleneck acknowledges that the Tribune Marks, all rights therein, and all goodwill associated therewith, belong to Tribune. Bottleneck is a “related company” within the meaning of 15 U.S.C. § 1127 and Bottleneck’s use of the Tribune Marks pursuant to this Agreement shall inure solely to the benefit of Tribune. Nothing in this Agreement conveys to Bottleneck any right, title or interest in or to the Tribune Marks other than the right to use the

Tribune Marks in accordance with the provisions of this Agreement. Bottleneck agrees that it will not challenge or attack Tribune's rights to the Tribune Marks or the validity of this Agreement, and will not take or fail to take any action which, by the taking or failure to take such action, has a result of impairing such rights of Tribune.

4. Quality Control. When requested, and not less than once a year, Bottleneck agrees to send samples of promotional materials bearing the Tribune Marks and any other documents that may permit Tribune to determine whether Bottleneck's trademark uses meet the standards, specifications and directions approved by Tribune. Upon receipt of reasonable notice, Bottleneck shall also permit inspection of Bottleneck's facilities by Tribune's representatives at reasonable intervals, for the sole purpose of verifying Bottleneck's quality control measures.

5. Relationship; Responsibility; Indemnity. Each Party understands and agrees that Bottleneck is an independent contractor, responsible for the supply of all goods and services to its customers and for development of all associated materials and information other than the quality standards prescribed by Tribune, and Bottleneck shall have no power or right to make any commitment binding or obligating Tribune in any manner. Nothing herein shall be construed as placing the Parties in an agency, partnership or joint venture relationship, and Bottleneck shall not represent itself as having any such relationship with Tribune. Bottleneck shall indemnify and hold Tribune and its subsidiaries harmless from and against all claims and liabilities arising from Bottleneck's sale or leasing of goods or its rendering of services under the Tribune Marks.

6. Infringement. At the request and expense of Tribune, Bottleneck agrees that it will cooperate with Tribune in any enforcement or defense action or effort which Tribune may take to protect or to defend its rights in the Tribune Marks and/or Bottleneck's right to use the Tribune Marks under this Agreement.

7. License Term. The license grant provided in Section 2 of this Agreement shall run concurrently with the term of the Lease, and such license grant shall terminate immediately upon expiration or termination of the Lease. In the event that Bottleneck materially breaches this Agreement, Tribune may terminate the license grant on fifteen (15) days prior written notice, provided that such breach is not cured by Bottleneck during such fifteen (15) day notice period. A material breach of this Agreement by Bottleneck shall not constitute a default under the Lease unless the same act or omission constituting a material breach hereunder independently constitutes a default under the terms of the Lease.

8. Entire Agreement. This Agreement constitutes the entire understanding of the Parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, written and oral, with respect thereto. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by all Parties.

9. Choice of Law and Venue. This Agreement shall be construed, enforced, and governed under and in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules. For any dispute arising from this Agreement, or involving its subject matter, venue

and jurisdiction shall lie exclusively in the state and federal courts located in Cook County, Illinois, U.S.A.

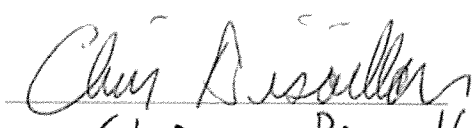
10. Release of Claims: This Agreement fully and finally resolves any claims or disputes between Tribune and Bottleneck with respect to the Tribune Marks and Applications.

11. Signatures; Originals. PDF signatures and PDF copies of this Agreement shall be deemed originals.

ACCEPTED AND AGREED:

TRIBUNE COMPANY

BOTTLENECK TT, LLC



By: Jack Radde

By: Chris Bisillon

Title: VP/Treasurer

Title: CEO

Date: 5-22-14

Date: 5-6-14

SCHEDULE 1
(Tribune Marks)

1. THE CROWN AT TRIBUNE TOWER (Ser. No. 85/906,542)

2.



(Ser. No. 85/906,559)