

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341919

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Minnesota Public Radio		10/31/2013	nonprofit corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	Hour Acquisition Group, LLC		
Street Address:	13231 23 Mile Road		
City:	Shelby Twp		
State/Country:	MICHIGAN		
Postal Code:	48315		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1667603	MINNESOTA MONTHLY	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<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:	(248) 641-1600		
Email:	docketingtm@hdp.com, palanglois@hdp.com		
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.		
Address Line 1:	5445 Corporate Drive		
Address Line 2:	Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
ATTORNEY DOCKET NUMBER:	8640-200054		
NAME OF SUBMITTER:	Geoffrey D. Aurini		
SIGNATURE:	/gda/		
DATE SIGNED:	05/20/2015		
Total Attachments: 4			
source=TM Assignment from Minnesota Public Radio to Hour Acquisition Group_ LLC for Reg. No. 1667603#page1.tif			
source=TM Assignment from Minnesota Public Radio to Hour Acquisition Group_ LLC for Reg. No. 1667603#page2.tif			

CH \$40.00 1667603

source=TM Assignment from Minnesota Public Radio to Hour Acquisition Group_ LLC for Reg. No.
1667603#page3.tif

source=TM Assignment from Minnesota Public Radio to Hour Acquisition Group_ LLC for Reg. No.
1667603#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made and entered into as of October _____, 2013 (the "Effective Date"), by and among Minnesota Public Radio, a Minnesota nonprofit corporation ("Assignor"), and Hour Acquisition Group, LLC, a Michigan limited liability company ("Assignee"). Assignor and Assignee collectively are referred to as the "Parties" in this Assignment.

RECITALS

WHEREAS, Assignor's wholly owned subsidiary, Clearspring Enterprises Inc., a Minnesota corporation ("Clearspring"), and Assignee entered into that certain Asset Purchase Agreement dated July 29, 2013 (the "Purchase Agreement"), pursuant to which Clearspring agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, certain assets of Assignor;

WHEREAS, the Purchase Agreement provided that, as a condition to closing the transactions contemplated under the Purchase Agreement, Assignor will enter into an agreement to transfer all of Assignor's right, title and interest in and to the trademark set forth on Schedule A (the "Trademark") to Assignee.

WHEREAS, Assignor has agreed to execute and deliver this Assignment, for recording with governmental authorities, including, but not limited to, the U.S. Patent and Trademark Office.

AGREEMENT

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

- Assignment.** For and in consideration of the purchase price set forth in the Purchase Agreement and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, sells and conveys to Assignee all right, title and interest in and to the Trademark. Assignor further waives all claims it has to the Trademark, and agrees to cease all use of the Trademark.
- Further Assurances.** Assignor shall assist Assignee in every proper way to evidence, record and perfect the foregoing assignment of the Trademark to Assignee.
- Applicable Law; Jurisdiction.** This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts of law. Any suit, action or proceeding between the Parties relating to this Assignment or to any agreement, document or instrument delivered pursuant hereto or in connection with the transactions contemplated hereby or in any other manner arising out of or relating to the transactions contemplated by or referenced in this Assignment shall be commenced and maintained exclusively in courts having sites within the City of Minneapolis, State of Minnesota. The Parties submit themselves unconditionally and irrevocably to the

personal jurisdiction of such courts, as applicable. The Parties hereto irrevocably waive any objection to such personal jurisdiction or venue, including, but not limited to, the objection that any suit, action or proceeding has been brought in an inconvenient forum.

4. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

MINNESOTA PUBLIC RADIO

By: Mitzi T Gramling

Name: Mitzi T Gramling

Title: Associate GC

ASSIGNEE

HOUR ACQUISITION GROUP, LLC

By: [Signature]

Name: John Balardo

Title: President, member

[Signature Page to MPR Trademark Assignment Agreement]

SCHEDULE A

Trademark

<u>TRADEMARK</u>	REG TYPE/ LOCATION (Fed/MN)	REG # (Fed); <u>File # (MN)</u>
Minnesota Monthly	Principal/Fed	1667603