

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM362097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Philadelphia Media Network (Newspapers) LLC		09/15/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mr. Donald W. Russell		
<b>Street Address:</b>	464 Aurania St.		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19128		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75656028	JOE SIXPACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	215-500-4627		
<b>Email:</b>	ipdocketing@stradley.com		
<b>Correspondent Name:</b>	Donald W. Russell		
<b>Address Line 1:</b>	464 Aurania St.		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19128		
<b>ATTORNEY DOCKET NUMBER:</b>	182880-0001		
<b>NAME OF SUBMITTER:</b>	Adam C. Sasso		
<b>SIGNATURE:</b>	/Adam C. Sasso/		
<b>DATE SIGNED:</b>	11/12/2015		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AND LICENSE BACK AGREEMENT

This TRADEMARK ASSIGNMENT AND LICENSE BACK AGREEMENT (this "Agreement") is made as of the 15<sup>th</sup> day of Sept., 2015 by and between Philadelphia Media Network (Newspapers) LLC, a Delaware limited liability company with its principal place of business at 801 Market Street, Suite 300, Philadelphia, Pennsylvania 19107 ("Assignor"), and Donald Russell, an adult individual with a business address at 464 Aurania Street, Philadelphia, Pennsylvania 19128 ("Assignee").

WHEREAS, Assignor had adopted, owned, and used the designation "JOE SIXPACK" as a trademark (the "Mark") for goods and services throughout the United States;

WHEREAS, Assignor has agreed to assign, transfer, convey, grant, and deliver to Assignee all of Assignor's right, title, and interest in, to, and under the Mark and all foreign rights, if any, throughout the world corresponding to the Mark; and

WHEREAS, Assignee has agreed to accept from Assignor all of its right, title, and interest in, to, and under the Mark; and

WHEREAS, Assignee has agreed to grant an exclusive license back to Assignor to continue to use the Mark in certain specific instances in the Philadelphia, Pennsylvania region.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in this document), the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Assignor hereby assigns, transfers, conveys, grants, and delivers to Assignee all of Assignor's respective right, title, and interest in, to, and under the Mark, together with the goodwill associated therewith, including all registrations, applications, and common law rights therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and all foreign countries, 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 income, royalties, or payments due or payable as of the time of this assignment or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Mark, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives.

Assignor authorizes and requests the Director of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Mark to Assignee as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for the Mark.

Assignee hereby grants to Assignor non-transferable, non sub-licensable, non-assignable, royalty-free, and exclusive (except as to Assignee) right and license to use the Mark as long as such use conforms with Assignor's current use of the Mark. Specifically, Assignor is licensed to

use the Mark in reference to Assignee as a title, as a generic reference to a beer aficionado, in promoting beer-related promotional events, and in creating, marketing, and selling products related to the Mark -- all only in the Philadelphia, Pennsylvania region. Any use of the Mark by Assignor outside of the parameters of this Agreement must be agreed upon in writing by Assignor and Assignee. Assignee has the right to use the Mark in a newspaper column, which may be published in print, online, and through all means and media, whether now known or developed hereinafter.

Assignee and Assignor acknowledge the legal obligation placed upon Assignee to control closely the use of its Mark by Assignor. Therefore, Assignor shall use the Mark only in connection with the goods and services rendered by or for Assignor in accordance with the guidance and directions furnished to Assignor by Assignee, or his representatives or agents, from time to time, if any, but always the quality of those goods and services shall be satisfactory to Assignee or as specified by Assignee. Assignee shall be the sole judge of whether or not Assignor has met or is meeting the standards of quality so established. For the avoidance of doubt, the parties agree that Assignor's use of the Mark as of the date of this Agreement does meet and shall continue to meet the quality requirements of Assignee.

Assignee assumes no liability to Assignor or to third parties with respect to the performance characteristics of the goods or services rendered by Assignor under the Mark, and Assignor shall indemnify Assignee against losses incurred to claims of third parties against Assignee involving sale of Assignor's goods and services.

Assignor covenants and agrees that it will, upon the reasonable request of Assignee, execute and deliver, or cause to be executed or delivered, any and all documents provided by Assignee that may be necessary or desirable to perfect the assignment, conveyance, and transfer of the Mark hereunder.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be performed entirely within such Commonwealth, without regard to the conflicts of law principles of such Commonwealth.

This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS WHEREOF, Assignor and the Assignee have caused this Agreement to be duly executed as of the date first above written.

Dated: September 15, 2015

**ASSIGNOR**

Michael E. Days  
By: \_\_\_\_\_

Name: Michael E. Days

Title: Editor, Daily News

Dated: Sept 30, 2015

**ASSIGNEE**

Donald W. Russell  
By: \_\_\_\_\_

Name: Donald W. Russell

Title: \_\_\_\_\_