

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373553

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Board of Trustees of the Leland Stanford Junior University		05/30/2014	TRUST: CALIFORNIA
RECEIVING PARTY DATA			
Name:	HighWire Press, Inc.		
Street Address:	425 Broadway		
Internal Address:	Suite 200		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2056739	HIGHWIRE PRESS	
Registration Number:	2918964	HIGHWIRE	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	40105-76-RFS		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	02/17/2016		
Total Attachments: 4			

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ASSIGNMENT OF MARKS

THIS ASSIGNMENT OF MARKS is dated as of May 30, 2014 (“Assignment”), and is made from The Board of Trustees of the Leland Stanford Junior University, a trust with corporate powers under the laws of the State of California, with its principal place of business at Building 170, 3rd Floor, Main Quad, Stanford, CA 94305 (“Assignor”) on the one hand, to HighWire Press, Inc., a Delaware corporation with its principal place of business at 425 Broadway, Suite 200, Redwood City, California 94063 (“HWP”) on the other hand. All capitalized terms not defined in this Assignment shall have the meanings set forth in the Purchase Agreement, as defined below in the recitals.

WHEREAS Assignor has adopted and used, and is using in commerce, the Trademarks included within the Purchased Assets, including, without limitation, those certain Trademarks set forth in the attached Schedule 1 (collectively the “Marks”); and

WHEREAS, pursuant to the Asset Purchase Agreement dated as of March 27, 2014 (“Purchase Agreement”), HWP wishes to acquire from Assignor, and Assignor wishes to transfer to HWP, the Marks and the goodwill associated with the Marks;

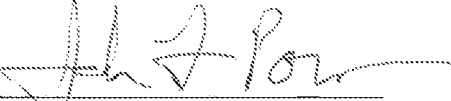
NOW, THEREFORE, for good and valuable consideration as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby transfer and assign to HWP all of the Assignor’s rights, title and interests in and to the Marks, including without limitation the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, if any, all common law rights in the Marks, all rights of action accrued and to accrue under and by virtue thereof, including without limitation the right to sue and recover for past, current, and future infringement of the Marks and to secure recordation of the Marks and this Assignment, and all records and files relating to the Marks, the same to be held and enjoyed by HWP, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this assignment not been made.

Except to the extent that U.S. federal law preempts state law with respect to the matters covered hereby, this Assignment will be governed by and construed in accordance with the laws of the State of California without regard to its conflicts of laws principles. In the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the Purchase Agreement shall control with respect to any such conflict or inconsistency.

(The remainder of this page has been intentionally left blank. The signature page follows.)

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

The Board of Trustees of the Leland Stanford Junior University:

By: 

Name: John F. Powers

Title: President and Chief Executive Officer,
Stanford Management Company

HighWire Press, Inc.:

By: _____

Name: Park Durrett

Title: Vice President

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

The Board of Trustees of the Leland Stanford Junior University:

By: _____
Name: John F. Powers
Title: President and Chief Executive Officer,
Stanford Management Company

HighWire Press, Inc.:

By: *Park Durrett*
Name: Park Durrett
Title: Vice President

SCHEDULE 1

to

ASSIGNMENT OF MARKS

Mark	Country	App./Reg. Status	App./Reg. Number	App/Reg Date	Classes
HIGHWIRE PRESS	United States	Granted	2,056,739	4/29/97	42
#HighWire	United States	Granted	2,918,964	1/18/05	42