

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388880

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DEMAND MEDIA, INC.		04/12/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	SCRIPPS MEDIA, INC.		
Street Address:	312 WALNUT STREET		
Internal Address:	SUITE 2800		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4483646	CRACKED	
Registration Number:	3866006	CRACKED	
Registration Number:	3442392	CRACKED	
CORRESPONDENCE DATA			
Fax Number:	7346231625		
<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:	734-623-1906		
Email:	cmitchell@dickinsonwright.com		
Correspondent Name:	CHRISTOPHER A. MITCHELL		
Address Line 1:	350 S. MAIN ST.		
Address Line 2:	SUITE 300		
Address Line 4:	ANN ARBOR, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	51852-17		
NAME OF SUBMITTER:	CHRISTOPHER A. MITCHELL		
SIGNATURE:	/CHRISTOPHER A. MITCHELL/		
DATE SIGNED:	06/22/2016		
Total Attachments: 8			

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "IP Assignment"), dated as of April 12, 2016, is made and delivered by and between (i) Demand Media, Inc., a Delaware corporation ("Assignor") and (ii) Scripps Media, Inc., a Delaware corporation ("Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of April 8, 2016, as amended from time to time (the "Purchase Agreement"), by and among Assignor, Assignee and, solely with respect to Section 10.15 of the Purchase Agreement, The E. W. Scripps Company, an Ohio corporation and the parent of Assignee. Capitalized terms used in this IP Assignment and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, in connection with the Closing, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the Intellectual Property included in the Acquired Assets (the "Assigned IP"), pursuant to the Purchase Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and for the consideration set forth therein, the receipt and sufficiency of which are hereby acknowledged and confirmed, the parties hereto agree as follows:

1. Assignment. Effective as of 11:59 p.m. PDT on the Closing Date, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee any and all worldwide right, title and interest Assignor holds, in each case free and clear of all Liens other than Permitted Liens, in and to (i) the Assigned IP, the same to be used and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned IP are granted or reissued or extended, (ii) all income, royalties, fees, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned IP and (iii) all claims and causes of action with respect to any of the Assigned IP, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. The Assigned IP includes, without limitation, the following: (a) the patents and patent applications, if any, set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof; (b) the trademark registrations and applications set forth in Schedule 2 hereto and all issuances, extensions and renewals thereof, together with the goodwill connected with the use of and symbolized thereby; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 2 hereto, if any, the transfer of such applications accompanies, pursuant to the Purchase Agreement, the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing; and (c) the copyright registrations, applications for registration and exclusive copyright licenses (if any) set forth in Schedule 3 hereto and all issuances, extensions and renewals thereof.

2. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to

the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Recordation. The parties hereto hereby request and authorize the relevant authority at the United States Patent and Trademark Office, the United States Copyright Office, applicable domain name registrars and/or the applicable authorities or agencies for any other applicable jurisdiction to record Assignee as the assignee and owner of the Assigned IP.

4. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Governing Law. This IP Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware without giving effect to conflict of laws principles that would result in the application of the law of any other state.

6. Counterparts; Effectiveness. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Delivery of an executed counterpart of this IP Assignment by facsimile or e-mail shall be deemed to have the same legal effect as delivery of a manually executed counterpart of this IP Assignment.

[Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

DEMAND MEDIA, INC.

By: 

Name: SEAN MORIARTY

Title: chief executive officer

ASSIGNEE:

SCRIPPS MEDIA, INC.

By: _____

Name:

Title:

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

TRADEMARK
REEL: 005818 FRAME: 0809

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Intellectual Property as of the date first set forth above.

ASSIGNOR:

DEMAND MEDIA, INC.

By: _____

Name:

Title:

ASSIGNEE:

SCRIPPS MEDIA, INC.

By: William Appleton

Name: WILLIAM APPLETON

Title: SVP & GENERAL COUNSEL

{SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY}

SCHEDULE 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Country	Application #	Application Date	Registration #	Registration Date
Cracked	Australia	1516083	9/24/2012	1,516,083	9/24/2012
Cracked	Australia	1563463	6/19/2013	1,563,463	6/19/2013
Cracked	Canada	1486773	6/28/2010	TMA855257	7/16/2013
Cracked	Canada	1632219	6/21/2013	TMA916847	10/13/2015
Cracked	EU	10399103	11/8/2011	10399103	5/19/2012
Cracked	EU	9206401	6/28/2010	9206401	12/10/2010
Cracked	EU	11920956	6/21/2013	11920956	11/12/2013
Cracked	US	85811583	12/27/2012	4483646	2/18/2014
Cracked	US	78981406	8/15/2005	3866006	10/19/2010
Cracked	US	78693032	8/15/2005	3442392	6/3/2008

SCHEDULE 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

1. You Might Be A Zombie and Other Bad News

Type of Work: Text

Registration Number / Date:
TX0007322460 / 2011-02-08

Application Title: YOU MIGHT BE A ZOMBIE AND OTHER BAD NEWS:
Shocking but Utterly True Facts.

Title: YOU MIGHT BE A ZOMBIE AND OTHER BAD NEWS: Shocking but
Utterly True Facts.

Description: Book.

Copyright Claimant:
Demand Media, Inc.

Date of Creation:
2010

Date of Publication:
2010-12-28

Nation of First Publication:
United States

Authorship on Application:
Demand Media, Inc., employer for hire; Citizenship: United States.
Authorship: compilation, editing, text and illustrations (excluding
previously published portions and illustrations)

Pre-existing Material:
previously published portions and illustrations.

Basis of Claim: text, compilation, editing, artwork.

Rights and Permissions:
Florence Eichin, Penguin Group (USA) Inc., Permissions Department, 375
Hudson Street, New York, NY, 10014, United States, (212) 366-2684,
florence.eichin@us.penguinroup.com

Names: Demand Media, Inc.

2. The De-Textbook

Type of Work: Text

Registration Number / Date:

TX0007848965 / 2014-02-07

Application Title: THE DE-TEXTBOOK: The Stuff You Didn't Know About the Stuff You Thought You Knew.

Title: THE DE-TEXTBOOK: The Stuff You Didn't Know About the Stuff You Thought You Knew.

Description: Book, 209 p.

Copyright Claimant:

Demand Media Inc.

Date of Creation: 2013

Date of Publication:

2013-10-29

Nation of First Publication:

United States

Authorship on Application:

Demand Media Inc., employer for hire; Citizenship: United States.

Authorship: text (excluding previously published portions)

Pre-existing Material:

previously published portions.

Basis of Claim: text.

Rights and Permissions:

Jeffery Corrick, Penguin Group (USA), Permissions Department, 375 Hudson Street, New York, NY, 10014, United States, (212) 366-2684, jeffery.corrick@us.penguin.com

Names: Demand Media Inc.

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