

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM403151

<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>
Turnstile Publishing Company		10/05/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gannett Satellite Information Network, LLC		
<b>Street Address:</b>	7950 Jones Branch Drive		
<b>City:</b>	McLean		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22107		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1723694	GOLFWEEK	
<b>Registration Number:</b>	4845799	GOLFWEEK	
<b>Registration Number:</b>	4297374	GOLFWEEK	
<b>Registration Number:</b>	4217330	GOLFWEEK	
<b>Registration Number:</b>	4217331	GOLFWEEK	
<b>Registration Number:</b>	4432432	GOLFWEEK   360	
<b>Registration Number:</b>	2039565	THE FORECADDIE	
<b>Registration Number:</b>	3348178	GOLFWEEK'S GOLFEST	
<b>Registration Number:</b>	4845800	TBX	
<b>Registration Number:</b>	4432522	THE TOY BOX	
<b>Registration Number:</b>	4850672	TOY BOX EXTRA	
<b>Registration Number:</b>	4209662	FOR SERIOUS GOLFERS ONLY	
<b>Serial Number:</b>	85893334	THE MAN OUT FRONT	
<b>Serial Number:</b>	85893339	THE FORECADDIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028427899		
<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>	(202) 842-7800		

CH \$365.00 1723694

**Email:** trademarks@cooley.com  
**Correspondent Name:** Elisa Rosen  
**Address Line 1:** 1299 Pennsylvania Ave, NW Ste 700  
**Address Line 2:** Cooley LLP  
**Address Line 4:** Washington, D.C. 20004

**ATTORNEY DOCKET NUMBER:** 502363-20292

**NAME OF SUBMITTER:** Cheryl Fountain/SR TM Paralegal

**SIGNATURE:** /cheryllfountain/

**DATE SIGNED:** 10/25/2016

**Total Attachments: 8**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of October 5, 2016 by Turnstile Publishing Company, a Delaware corporation (the "Assignor"), in favor of Gannett Satellite Information Network, LLC, a Delaware limited liability company (the "Assignee").

### RECITALS

A. The Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of October 5, 2016 (the "Purchase Agreement"), pursuant to which the Assignor is to assign to the Assignee the Business Intellectual Property set forth on Exhibit A attached hereto and incorporated herein by this reference. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. The Assignor desires to assign all of its right, title, and interest in and to the Business Intellectual Property, including, in the case of any Marks included in the Business Intellectual Property, the goodwill of the business symbolized by and associated with such Marks, to the Assignee, its successors, or assigns.

### AGREEMENT

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby irrevocably sells, transfers, conveys, and assigns to the Assignee, its successors, assigns, and legal representatives, all of the Assignor's right, title and interest in the Business Intellectual Property, including, in the case of any Marks included in the Business Intellectual Property, the goodwill of the business symbolized by and associated with such Marks. Additionally, the Assignor hereby conveys to the Assignee all claims, demands, and causes of action and all associated rights and remedies which relate to any use, infringement or misappropriation of any Business Intellectual Property, including, without limitation, rights to all past damages and profits by reason of infringement that have occurred prior to the effective date of this Assignment, and to sue for and collect the same by the Assignee for the use and benefit of the Assignee and its successors, assigns, and legal representatives; provided, that Assignor does not convey any claims or counterclaims in the name of the Assignor filed as of the Closing Date, or any counterclaims in the name of the Assignor with respect to claims against the Assignor filed as of the Closing Date.

2. The Assignor hereby appoints the Assignee as its attorney-in-fact to act in the Assignor's name, place, and stead to execute, deliver, and record any document or instrument of assignment in any country in which any registration, application, or process of any type or nature relating to any Business Intellectual Property is pending or issued, granting or confirming the rights granted herein. Such appointment is coupled with interest in the Business Intellectual Property and shall be irrevocable.

3. The Assignor shall execute all documents and use commercially reasonable efforts to provide any assistance as reasonably requested by the Assignee to evidence, perfect or effectuate the Assignee's title to the Business Intellectual Property.

4. The Assignee accepts the assignment of the Business Intellectual Property.

5. Nothing in this Assignment shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or the Assignee arising under the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

6. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

7. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A facsimile, PDF or other electronic signature of this Assignment shall be valid and have the same force and effect as a manually signed original.

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

**GANNETT SATELLITE INFORMATION  
NETWORK, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

  
Name: Elizabeth A. Allen

Title: Secretary

**TURNSTILE PUBLISHING COMPANY,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Ramsay E. Crain

Title: Chairman

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

**GANNETT SATELLITE INFORMATION  
NETWORK, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Elizabeth A. Allen  
Title: Secretary

**TURNSTILE PUBLISHING COMPANY,**  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Ramsay E. Crain  
Title: Chairman

Exhibit A

**Business Intellectual Property**

*See attached.*

EXHIBIT A TO ASSIGNMENT OF INTELLECTUAL PROPERTY

54777102.3

**TRADEMARK**  
**REEL: 005906 FRAME: 0917**

## Websites

- Golfweek.com -- Subject to any intellectual property rights retained by Born & Raised, LLC pursuant to Master Services Agreement, December 7, 2015
- Golfweekmediakit.com -- GW
- Golfweekcustommedia.com -- GW
- Golfweekraters.com -- GW
- Golfweekjuniorseries.com
- Golfweekjuniorinvitational.com
- Golfweekamateurtour.com

## Domain Names

- golfest.com
- golfevents.com
- golfweek.asia
- golfweek.com -- Born & Raised
- golfweekads.com -- GW
- golfweekamateurtour.com -- GW
- golfweekarchives.com
- golfweekaustralia.com
- golfweekcbm.com
- golfweekcustommedia.com -- GW
- golfweekevents.com
- golfweekgroup.com
- golfweekjuniorinvitational.com -- GW
- golfweekjuniorseries.com -- GW
- golfweekjuniortour.com -- GW
- golfweekmediakit.com -- GW
- golfweeknow.com
- golfweekrankings.com
- golfweekraters.com
- golfweeksamateurtour.com -- GW
- golfweeksjuniortour.com -- GW
- golfweekstore.com -- GW



- golfweektournaments.com
- juniorgolfextra.com
- toyboxextra.com

#### Software Applications

- Golfweek App (responsive - mobile and tablet)

#### Copyrights

- GOLF LIFE ORLANDO - CSNO152266
- GOLF WEEK – CSN0082153
- GOLF WEEK SUPERNEWS - CSN0146295

#### Trademarks

- GOLF WEEK – US Registration Number 1723694
- GOLF WEEK - US Registration Number 4845799
- GOLF WEEK - US Registration Number 4297374
- GOLF WEEK - US Registration Number 4217330
- GOLF WEEK - US Registration Number 4217331
- GOLF WEEK - PRC (China) Registration Number 4731200
- GOLF WEEK - PRC (China) Registration Number 4731201
- GOLF WEEK | 360 - US Registration Number 4432432
- TURNSTILE'S GOLF WEEK - EU Registration Number 004694915<sup>1</sup>
- TURNSTILE'S GOLF WEEK – Korea Registration Number 4500542750000
- THE FORECADDIE - US Registration Number 2039565
- GOLF WEEK'S GOLFFEST - US Registration Number 3348178
- TBX - US Registration Number 4845800
- THE TOY BOX - US Registration Number 4432522
- TOY BOX EXTRA - US Registration Number 4850672
- FOR SERIOUS GOLFERS ONLY – US Registration Number 4209662

#### Pending Federal Trademark Applications

- THE MAN OUT FRONT – US Application Number 85893334 (Statement of use received)
- THE FORECADDIE – US Application Number 85893339 (Statement of use received)

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<sup>1</sup> This mark is owned by Turnstile Group Holdings which was merged into Seller on November 20, 2008. Seller will provide reasonable cooperation to the Buyer to transfer the registration to the Seller and subsequently to the Buyer (or directly to the Buyer, if possible) at the Buyer's sole expense, but makes no representation or warranty as to the validity or transferability of the registration of the mark. This mark is not in use by the Seller anywhere in the European Union.

Abandoned, Cancelled or Expired Trademarks

- GOLFWEER/SAGARIN PERFORMANCE INDEX – US Application Number 76006269 (Application abandoned: late or missing response)
- THE FORECADDIE – US Application Number 85548010 (Application abandoned: late or missing response)
- THE FORECADDIE – US Registration Number 2041520 (Registration Expired)
- TWO PASSIONS. ONE MAGAZINE – US Application Number 75334714 (Application abandoned: late or missing response)
- GOLFWEER'S GOLFEST - US Registration Number 3501846 (Mark cancelled: section 8)
- GOLFWEER'S GOLFEST – US Application Number 78722094 (Abandoned: no statement of use filed)
- GOLFWEER'S GOLFEST – US Application Number 78722048 (Abandoned: no statement of use filed)
- GOLFEST – US Application Number 78722058 (Application abandoned: late or missing response)
- GOLFEST – US Application Number 78722074 (Application abandoned: late or missing response)
- THE MAN OUT FRONT – US Application Number 85548020 (Application abandoned: late or missing response)
- AMERICA'S GOLF NEWSPAPER – US Registration Number 1928804 (Registration expired)
- STRICTLY BUSINESS – US Registration Number 2074725 (Mark cancelled: section 8)
- STRICTLY BUSINESS – US Registration Number 2068153 (Mark cancelled: section 8)
- GOLF360 – US Application Number 78722058 (Abandoned: no statement of use filed)
- GOLFWEER360 – US Application Number 85630394 (Application abandoned: late or missing response)
- GOLF 360 GLOBAL COVERAGE FROM EVERY ANGLE – US Application Number 85060707 (Abandoned: no statement of use filed)
- THE TOY BOX – US Application Number 85543495 (Application abandoned: late or missing response)
- GOLFWEER – PRC (China), AN 4731199 (Abandoned)
- GOLFWEER – European Union, AN: 004694899 (Cancelled)<sup>2</sup>
- GOLFWEER – Republic of Korea, AN: 4520130001501 (Abandoned)

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<sup>2</sup> Application was owned by Turnstile Group Holdings LLC. This application was never assigned to the Seller.