

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM414398

<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>
Dolan LLP		03/31/2015	Limited Partnership: DELAWARE
Counsel Press, LLC		03/31/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Counsel Press Inc.		
<b>Street Address:</b>	460 West 34th Street, 4th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1915599		
<b>Registration Number:</b>	1926888	LITIGATOR	
<b>Registration Number:</b>	2316400	CALENDARWATCH	
<b>Registration Number:</b>	2401380	COUNSEL PRESS	
<b>Registration Number:</b>	3466194	COUNSEL PRESS	
<b>Registration Number:</b>	3545959	CP	
<b>Registration Number:</b>	3545960	CP E BRIEF	
<b>Registration Number:</b>	3563165	CP COUNSEL PRESS THE APPELLATE EXPERTS	
<b>Registration Number:</b>	3568732	THE APPELLATE EXPERTS	
<b>Registration Number:</b>	3651945	CALENDARWATCH	
<b>Serial Number:</b>	77378913		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024202201		
<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>	2024202200		
<b>Email:</b>	JWEngland@BlankRome.com		

OP \$290.00 1915599

**Correspondent Name:** BLANK ROME LLP  
**Address Line 1:** 1825 Eye Street, NW  
**Address Line 4:** Washington, D.C. 20006

**ATTORNEY DOCKET NUMBER:** 200729-00039

**NAME OF SUBMITTER:** Jonathan W.S. England

**SIGNATURE:** /JWSE/

**DATE SIGNED:** 02/01/2017

**Total Attachments: 6**

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## IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT (the "IP Assignment Agreement") is entered into as of March 31, 2015, and is made by Dolan LLP, a Delaware corporation ("Parent"), and Counsel Press, LLC, a Delaware corporation ("Seller" and together with Parent, the "Seller Parties"), in favor of Counsel Press Inc., a Delaware corporation ("Buyer"), which is the purchaser of certain assets of Seller Parties pursuant to an Asset Purchase Agreement (the "Agreement") dated as of March 31, 2015 by and among Seller Parties and Buyer.

### WITNESSETH

WHEREAS, this IP Assignment Agreement is delivered pursuant to Section 3.2 of the Agreement, under which Seller Parties have conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller Parties, and have agreed to execute and deliver this IP Assignment Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and corresponding entities or agencies in any applicable jurisdictions. Capitalized terms used but not defined in this IP Assignment Agreement shall have the meanings ascribed to them in the Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Effective as of the Closing, Seller Parties hereby sell, convey, transfer, assign, and deliver to Buyer, its successors, legal representatives and assigns, and Buyer hereby accepts, in each case subject to and pursuant to the terms and conditions of the Agreement, all of Seller Parties' right, title and interest in and to the registrations and applications marked as "legacy" on the Schedules hereto ("Legacy Registrations"), and the entire right, title and interest, free and clear of all Liens, in and to the Transferred Intellectual Property (other than the Legacy Registrations), in the United States and all countries throughout the world, including the following:

(a) the common law trademarks and the trademark registrations and applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof, together with the goodwill of the business connected with the use thereof, and symbolized thereby;

(b) the copyright registrations set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof;

(c) the domain names set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof;

(d) all rights of any kind whatsoever of Seller Parties accruing under any of the Transferred Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, including any and all rights of recovery based on past and future infringement of the Transferred Intellectual Property.

2. Seller Parties hereby authorize the Commissioner for Trademarks of the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office,

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and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Buyer.

3. Nothing contained in this IP Assignment Agreement shall be deemed to supersede any of the obligations, agreements, covenants, representations and warranties of Seller Parties or Buyer contained in the Agreement, and this IP Assignment Agreement is made and accepted subject to all of the terms, conditions, representations and warranties set forth in the Agreement, all of which survive execution and delivery of this IP Assignment Agreement as set forth in the Agreement. Nothing contained in this IP Assignment Agreement may be construed as a waiver of any of the rights or remedies of the Seller Parties or Buyer as set forth in, or arising in connection with, the Agreement or any other instrument or document delivered by the Seller Parties or Buyer pursuant to the Agreement. In the event of any ambiguity or conflict between the terms hereof and the Agreement, the terms of the Agreement shall govern and control.

4. This IP Assignment Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument. This IP Assignment Agreement may be executed and delivered by facsimile or .PDF signature, and upon delivery of such facsimile or .PDF signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

5. This IP Assignment Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the state of Delaware, excluding that body of law pertaining to conflicts of laws.

6. Neither this IP Assignment Agreement nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the parties hereto. No failure to enforce any provision of this IP Assignment Agreement shall be deemed to or shall constitute a waiver of such provision and no waiver of any of the provisions of this IP Assignment Agreement shall be deemed to or shall constitute a waiver of any other provision hereof nor shall such waiver constitute a continuing waiver.

7. Nothing in this IP Assignment Agreement, express or implied, is intended to or shall (a) confer on any Person other than the parties to this IP Assignment Agreement or the Agreement and their respective permitted successors or assigns any rights (including, without limitation, third party beneficiary rights), remedies, obligations or liabilities under or by reason of this IP Assignment Agreement or (b) constitute the parties to this IP Assignment Agreement as partners or as participants in a joint venture. Except as expressly provided by this IP Assignment Agreement, this IP Assignment Agreement shall not provide third parties with any remedy, claim, liability, reimbursement, cause of action or other right in excess of those existing without reference to the terms of this IP Assignment Agreement.

[Signature Page Follows]

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

COUNSEL PRESS INC.

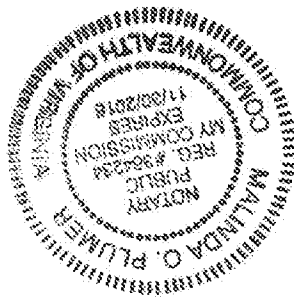
Signed at \_\_\_\_\_, this 31st day of March 2015  
Counsel Press Inc.

By: Erika Highland  
Print Name: Erika Highland  
Title: President

STATE OF Virginia  
COUNTY OF Fairfax ss:

On this 27 day of March 2015, personally before me came Erika Highland, who represented to me to be said person, and who acknowledged that he/she did sign said instrument and that the same is his/her free act and deed and the free act and deed of said corporation.

(SEAL)



Malinda O. Plumer  
Notary Public

[Signature Page to IP Assignment]

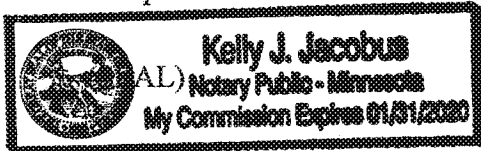
DOLAN LLC

Signed at \_\_\_\_\_, this 31st day of March 2015.  
Dolan LLC

By: Mark A. McEachen  
Print Name: Mark A. McEachen  
Title: Chief Executive Officer

STATE OF MINNESOTA )  
 ) ss:  
COUNTY OF HENNEPIN )

On this 30 day of March 2015, personally before me came Mark A. McEachen, who represented to me to be said person, and who acknowledged that he/she did sign said instrument and that the same is his/her free act and deed and the free act and deed of said corporation.



Kelly J. Jacobus  
Notary Public

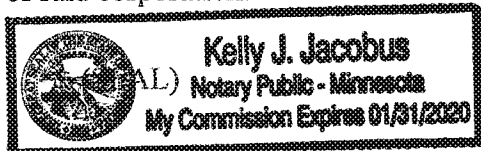
COUNSEL PRESS, LLC

Signed at \_\_\_\_\_, this 31st day of March 2015.  
Counsel Press, LLC

By: Mark A. McEachen  
Print Name: Mark A. McEachen  
Title: Chief Executive Officer

STATE OF MINNESOTA )  
 ) ss:  
COUNTY OF HENNEPIN )

On this 30 day of March 2015, personally before me came Mark A. McEachen, who represented to me to be said person, and who acknowledged that he/she did sign said instrument and that the same is his/her free act and deed and the free act and deed of said corporation.




Kelly J. Jacobus  
Notary Public


[Signature Page to IP Assignment]

# **SCHEDULE 1 TRADEMARKS**


Trademark Registrations:

Trademark	Registration Number	Registration Date
	1,915,599 (legacy)	8/29/1995
LITIGATOR & design	1,926,888 (legacy)	10/17/1995
CALENDARWATCH	2,316,400 (legacy)	2/8/2000
COUNSEL PRESS	2,401,380 (legacy)	11/7/2000
COUNSEL PRESS	3,466,194	7/15/2008
CP & design	3,545,959	12/16/2008
CP EBRIEF & design	3,545,960	12/16/2008
CP COUNSEL PRESS THE APPELLATE EXPERTS & design	3,563,165	1/20/2009
THE APPELLATE EXPERTS	3,568,732	1/27/2009
CALENDARWATCH	3,651,945	7/7/2009


Common Law Trademarks:

Trademark
 CP COUNSEL PRESS THE APPELLATE EXPERTS & design

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Trademark

CP LEGAL RESEARCH GROUP & design
CP LEGAL RESEARCH GROUP
PERFORMANCE WITHOUT THE PAYROLL
THE APPELLATE LAW JOURNAL
BRIEF RECRAFT
BASIC BRIEF REVIEW
PLEADING / MOTION / MEMO RECRAFT
LEGAL RESEARCH GROUP
CP EBRIEF
CP SEARCH & NAVIGATE
CP CLIENT PORTAL
CP TEAM

Trademark Registration Application:

Trademark	Application Number	Filing Date
	77/378,913 (legacy)	1/23/2008

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