

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420316

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ReachUSA Sales Group LLC		03/20/2017	Limited Liability Company: OHIO
RECEIVING PARTY DATA			
Name:	Clipper Magazine, LLC		
Street Address:	c/o Valassis Communications, Inc. (ATTN: Lisa Pick, General Counsel)		
Internal Address:	19975 Victor Parkway		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2415301	REACHUSA	
Registration Number:	4267532	REACHUSA TRUSTED BRANDS. ENGAGED CONNECT	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<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:	2109787487		
Email:	venisa.dark@haynesboone.com		
Correspondent Name:	Venisa Dark, Haynes and Boone LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	51681.02_Legrand		
NAME OF SUBMITTER:	Venisa Dark		
SIGNATURE:	/Venisa Dark/		
DATE SIGNED:	03/20/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made effective as of March 20, 2017 (the "Effective Date"), by ReachUSA Sales Group, LLC, an Ohio limited liability company ("Assignor") and Clipper Magazine, LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of March 9, 2017, by and among Assignor and Assignee and certain other parties (the "Asset Purchase Agreement"), Assignor is required to sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title, and interest in and to the U.S. trademarks listed on Exhibit A hereto (hereinafter the "Trademarks").

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in the Trademarks according to the terms of this Assignment and the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns and transfers to Assignee, its successors, assigns and legal representatives, the entire world-wide right, title and interest in and to the Trademarks, free and clear of any liens, including, without limitation, all associated goodwill, all applications, renewals, registrations, substitutions, extensions and foreign counterparts thereof, and all other corresponding rights that are or may be secured under the laws of the United States, any foreign country or jurisdiction or any multilateral organization, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, all claims for damages and the right to sue for, collect, settle or release any past, present or future infringement of any of the Trademarks. Assignor does hereby authorize and request the Commissioner of Patents and Trademarks of the United States of America or equivalent authority elsewhere in the world to record this assignment.

2. Assistance. From time to time, as and when requested by Assignee, Assignor shall execute and deliver, or cause to be executed and delivered, all documents and instruments and shall take all other actions as Assignee may reasonably request to consummate the transactions contemplated by this Assignment. Further, at Assignee's expense, Assignor and its successors and assigns shall testify in any legal proceedings, sign all lawful papers, make all lawful oaths and perform all lawful acts reasonably necessary and proper to vest title to the Trademarks in Assignee and to aid Assignee, its successors, assigns and legal representatives to obtain and enforce proper protection for the Trademark.

3. Counterparts. This Assignment may be executed in two or more counterparts, including by facsimile or portable document format (pdf), for the convenience of the parties hereto, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment as of the Effective Date.

ASSIGNOR:

REACHUSA SALES GROUP, LLC,
an Ohio limited liability company

By: 
Name: Robert Slattery
Title: Manager

ASSIGNEE:

CLIPPER MAGAZINE, LLC,
a Delaware limited liability company

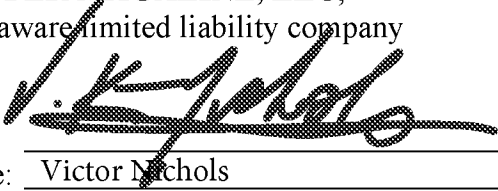
By: 
Name: Victor Nichols
Title: CEO

Exhibit A – Trademarks

Trademark	Reg. No.	Serial No.	Reg. Date	Filing Date
ReachUSA	2415301	75714300	12/26/2000	05/26/1999
ReachUSA Trusted Brands. Engaged Connections (and design)	4267532	85602731	01/01/2013	04/19/2012