

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421349

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PR Newswire Association LLC		03/10/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Toppan Vite (New York) Inc.		
Street Address:	747 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4806732	VINTAGE	
CORRESPONDENCE DATA			
Fax Number:	8164602503		
<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:	8164602503		
Email:	trademarks.us@dentons.com,matthew.walters@dentons.com		
Correspondent Name:	Tiffany L. Schwartz, Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	20009729-000012		
NAME OF SUBMITTER:	Tiffany L. Schwartz		
SIGNATURE:	/tls/		
DATE SIGNED:	03/28/2017		
Total Attachments: 5			
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OP \$40.00 4806732

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment”), is effective as of March 10, 2017, and entered into between Toppan Vite (New York) Inc., a New York corporation (“Assignee”), and PR Newswire Association LLC, a Delaware limited liability company (“Assignor”). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement (as hereinafter defined).

WHEREAS, under the terms of that certain Asset Purchase Agreement, dated as of March 10, 2017, by and between Assignee and Assignor (the “Purchase Agreement”), Assignor has agreed to sell and assign to Assignee, among other assets, the Assigned Intellectual Property; and

WHEREAS, the parties hereto desire to execute this IP Assignment to evidence the assignment by Assignor, and the assumption by Assignee, of certain of the Assigned Intellectual Property at the Closing for recording with the applicable government agencies in the applicable jurisdictions.

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, 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 conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to: (a) the Intellectual Property set forth on Exhibit A attached hereto and made a part hereof and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals, as applicable, thereof; (b) all rights of any kind whatsoever of Assignor accruing under any of the Intellectual Property set forth on Exhibit A provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; (c) all goodwill and going concern value related to the Intellectual Property set forth on Exhibit A; (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property set forth on Exhibit A; and (e) save and except for actions relating to Excluded Liabilities, any and all claims and causes of action with respect to any of the Intellectual Property set forth on Exhibit A whether accruing before, on 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.

2. Recordation and Further Actions. Assignor hereby authorizes the officials of the applicable government agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Assignee. Following the date hereof, from time to time after the execution of this IP Assignment, Assignor shall take such steps and actions, and execute and deliver to Assignee such other instruments of conveyance and transfer and such other documents,

as Assignee may reasonably request or as may be otherwise necessary to more effectively convey and transfer to, and vest in, Assignee and to put Assignee in possession of the Intellectual Property set forth on Exhibit A and each part thereof.

3. Terms of the Purchase Agreement. The Intellectual Property set forth on Exhibit A is being conveyed hereunder subject to the qualifications, representations and warranties set forth in the Purchase Agreement, and Assignee acknowledges that Assignor makes no representation or warranty with respect to the Intellectual Property except as specifically set forth in the Purchase Agreement. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any such provisions set forth in the Purchase Agreement.

4. Execution in Counterparts. This IP Assignment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

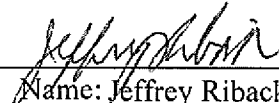
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment shall be interpreted exclusively in accordance with the laws of the State of New York as if this Agreement was made and to be wholly performed within the State of New York. Any otherwise applicable choice of law standards shall not apply as it is the parties' desire and intent that the laws of the State of New York shall be applied to any dispute related in any way to this Agreement, regardless of the choice of law principles of any jurisdiction. The parties hereto hereby consent to the exclusive jurisdiction of any state or federal court sitting in New York, New York, and hereby waive any objection they may now or hereafter have to venue in such courts, whether such objection(s) shall be on the basis of convenience or otherwise.

[Signature Page Follows]

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

TOPPAN VITE (NEW YORK) INC.

By: 
Name: Jeffrey Riback
Title: President

PR NEWSWIRE ASSOCIATION LLC

By: _____
Name: Jack Pearlstein
Title: Chief Financial Officer

[Signature Page to IP Assignment]


TRADEMARK
REEL: 006020 FRAME: 0382

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

TOPPAN VITE (NEW YORK) INC.

By: _____
Name:
Title:

PR NEWSWIRE ASSOCIATION LLC

By:  _____
Name: Jack Pearlstein
Title: Chief Financial Officer

[Signature Page to IP Assignment]

EXHIBIT A

Intellectual Property

Country	Trademark Name	App. Number	Filing Date	Reg. Number	Reg. Date	Trademark Status	Class	Owner
United States of America	VINTAGE	86/344812	22-Jul-14	4806732	08-Sep-15	Registered	35, 38, 40, 42, 45	PR Newswire Association LLC