

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443793

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Magazine Channel, Inc.		09/07/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Publishers Press, LLC		
Street Address:	191 North Wacker Drive		
Internal Address:	Suite 1400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5030893	INKWORTHY	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2021 McKinney Ave., Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	67953-10240		
NAME OF SUBMITTER:	Dusan Clark		
SIGNATURE:	/Dusan Clark/		
DATE SIGNED:	09/20/2017		
Total Attachments: 5			
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INTELLECTUAL PROPERTY INSTRUMENT OF ASSIGNMENT

This INTELLECTUAL PROPERTY INSTRUMENT OF ASSIGNMENT (this “**IP Assignment**”), dated as of September 7, 2017, is made by Publishers Printing Company, LLC, a Kentucky limited liability company (“**Seller**”) and the members, subsidiaries and affiliates of Seller listed on the signature pages hereto (collectively with Seller, the “**IP Sellers**”), in favor of Publishers Press, LLC, a Delaware limited liability company (“**Buyer**”). Unless the context requires otherwise, capitalized terms used but not otherwise defined in this IP Assignment shall have their respective meanings set forth in the Asset Purchase Agreement, dated as of September 7, 2017 (the “**Asset Purchase Agreement**”), by and among Buyer, Buyer Parent party thereto, Seller, each of the Members party thereto and the Member Representative party thereto.

WHEREAS, Seller and Buyer are parties to the Asset Purchase Agreement, pursuant to which, among other things, Buyer has purchased, and Seller has caused the sale of, substantially all of the assets, properties, business and operations of the Business; and

WHEREAS, under the terms of the Asset Purchase Agreement, each IP Seller has sold, transferred, assigned, conveyed and delivered to Buyer, among other things, certain intellectual property of such IP Seller, and has agreed to execute and deliver this IP Assignment for recording with the United States Patent and Trademark Office, and the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each IP Seller hereby irrevocably transfers, assigns, conveys and delivers to Buyer, and Buyer hereby accepts, all of each IP Seller’s right, title and interest in and to the following (collectively, the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on **Schedule 1** hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights, privileges, and protections of any kind whatsoever of each IP Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, 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. Each IP Seller hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and

Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer and under Buyer's direction. Following the date hereof, upon Buyer's request, each IP Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, permitted assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any permitted assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of each Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties hereto. A signed copy of this IP Assignment delivered by facsimile, pdf or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

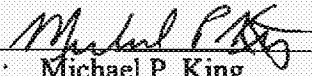
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. The rights and obligations of any party under this IP Assignment shall not be assignable or delegable by such party hereto without the prior written consent of Buyer and Seller, except that the rights and obligations of Buyer hereunder may be assigned or delegated, without the consent of Seller, to any Affiliate of Buyer.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

PUBLISHERS PRESS, LLC

By: 
Name: Michael P. King
Title: Senior Vice President, Finance

[Signature Page to Intellectual Property Instrument of Assignment]

TRADEMARK
REEL: 006157 FRAME: 0322

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

**PUBLISHERS PRINTING COMPANY,
LLC**

By: Michael J. Simon
Name: Michael J. Simon
Title: President.

THE MAGAZINE CHANNEL, INC.

By: Michael J. Simon
Name: Michael J. Simon
Title: President

SCHEDULE 1**ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	App. No. / App. Date	Reg. No. / Reg. Date	Registered Owner and IP Seller
INKWORTHY	86876800 Jan. 15, 2016	5030893 Aug. 30, 2016	The Magazine Channel, Inc.
THE MAGAZINE CHANNEL	85591932 Apr. 7, 2012	4280975 Jan. 22, 2013	Publishers Printing Company, LLC
PICA	77578407 Sep. 25, 2008	3747549 Feb. 9, 2010	Publishers Printing Company, LLC
PUBXPRESS	78493790 Oct. 4, 2004	3204448 Jan. 30, 2007	Publishers Printing Company, LLC