

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM450639

<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>
Atlantic Media, Inc.		08/11/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Atlantic Monthly Group LLC		
<b>Street Address:</b>	600 New Hampshire Avenue, NW		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20037		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4771165	ATLANTIC MEDIA STRATEGIES	
<b>Registration Number:</b>	4228046	NEW YORK IDEAS SUMMIT	
<b>Registration Number:</b>	4218497	OF NO PARTY OR CLIQUE	
<b>Registration Number:</b>	4036751	THE ATLANTIC WIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>	617-951-7169		
<b>Email:</b>	catherine.murray@ropesgray.com		
<b>Correspondent Name:</b>	Catherine Murray		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		
<b>ATTORNEY DOCKET NUMBER:</b>	113458-0001-001		
<b>NAME OF SUBMITTER:</b>	Catherine Murray		
<b>SIGNATURE:</b>	/cmurray/		
<b>DATE SIGNED:</b>	11/13/2017		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is dated as of August 11, 2017 (the "Effective Date"), by and between:

(A) ATLANTIC MEDIA, INC., a corporation incorporated under the laws of the State of Delaware (the "Assignor"), with an office at 600 New Hampshire Avenue, NW, Washington, D.C. 20037; and

(B) THE ATLANTIC MONTHLY GROUP LLC, a limited liability company incorporated under the laws of the State of Delaware (the "Assignee"), with an office at 600 New Hampshire Avenue, NW, Washington, D.C. 20037.

### RECITALS

**WHEREAS**, the Assignor has adopted and used and is using in commerce the marks set forth in the attached Schedule A (collectively, the "Marks");

**WHEREAS**, pursuant to the Preferred Unit Purchase Agreement, dated as of July 28, 2017, by and among Assignor, Assignee, Sargasso Acquisition LLC and Emerson Collective Investments, LLC (the "Purchase Agreement"), the Assignee wishes to acquire from the Assignor, and the Assignor wishes to transfer to the Assignee, said Marks and the goodwill associated with such Marks; and

**WHEREAS**, the execution and delivery of this Assignment is a condition to the consummation of the transaction made pursuant to the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the premises set forth above and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Rights. Effective as of the Effective Date, the Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business associated therewith, the same to be held and enjoyed by Assignee, or its successors or permitted assigns, including, without limitation, rights to sue or otherwise claim for past, present or future infringement or unauthorized use thereof.

2. Recordation. Effective as of the Effective Date, the Assignor hereby authorizes and requests the United States Patent and Trademark Office, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks being assigned to the Assignee in accordance with Schedule A.

3. Further Assurances. Following the Effective Date, each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

4. No Alteration. Each of the Assignor and the Assignee hereby acknowledges and agrees that none of the representations, warranties, covenants, rights or remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by the execution and acceptance of this instrument.

5. Governing Law. The rights and obligations of the parties shall be governed by, and this Assignment shall be interpreted, construed and enforced in accordance with, the laws of the State of Delaware, excluding its conflict of laws rules to the extent such rules would apply the law of another jurisdiction.

6. Counterparts. This Assignment may be signed in any number of counterparts, including facsimile copies thereof or electronic scan copies thereof delivered by electronic mail, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

7. Miscellaneous. Nothing contained herein 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 in any manner whatsoever. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

**[Signatures Follow On Separate Pages]**

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be signed by its duly authorized officer as of the date first written above.

"Assignor"

ATLANTIC MEDIA, INC.

By: [Signature]  
Name: David G. Bradley  
Title: Chairman

[Jurisdiction] District of Columbia, ss.  
City \_\_\_\_\_ County \_\_\_\_\_

On this 14th day of August, 2017, before me, the undersigned notary public,  
Day Month

personally appeared David G. Bradley,  
Name(s) of Signer(s)

proved to me through satisfactory evidence of identification, which was/were US Passport # 548546959 exp. 12/6/2026,  
Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

as Chairman for  
Title of Office

Atlantic Media

[Signature]  
Signature of Notary Public



Place Notary Seal and/or Stamp above

JACQUELINE WELLS MEERING  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires August 31, 2019

ACCEPTED:

"Assignee"

**THE ATLANTIC MONTHLY GROUP LLC**

By: Robert Cohn  
Name: Robert Cohn  
Title: President, The Atlantic

[Jurisdiction]  
District of Columbia, ss.  
City County

On this 15<sup>th</sup> day of August, 2017, before me, the undersigned notary public,  
Day Month

personally appeared Robert Cohn  
Name(s) of Signer(s)

proved to me through satisfactory evidence of identification, which  
was/were U.S. PASSPORT NUMBER 487580266  
Description of Evidence of Identity

to be the person(s) whose name(s) is/are signed on the preceding or attached document, and  
acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

as President for  
Title of Office

The Atlantic

Jacqueline Wells Meering  
Signature of Notary Public



Place Notary Seal and/or Stamp above

JACQUELINE WELLS MEERING  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires August 31, 2019

Schedule A

Marks

Trademark	Country	Status	Appl. No.	Reg. No.
<small>ATLANTIC MEDIA STRATEGIES</small> ATLANTIC MEDIA STRATEGIES	United States	Registered	86061898	4771165
<small>NEW YORK IDEAS SUMMIT</small> NEW YORK IDEAS SUMMIT	United States	Registered Supplemental Register	85435240	4228046
<small>OF NO PARTY OR CLIQUE</small> OF NO PARTY OR CLIQUE	United States	Registered	85191424	4218497
<small>THE ATLANTIC WIRE</small> THE ATLANTIC WIRE	United States	Registered	77831216	4036751

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