OP \$40.00 2671822

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM473391

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EBSCO Industries, Inc.		05/10/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	EBSCO Publishing, Inc.	
Street Address:	5724 Highway 280 East	
Internal Address:	Legal Services	
City:	Birmingham	
State/Country:	ALABAMA	
Postal Code:	35242	
Entity Type:	Corporation: ALABAMA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2671822	SEARS LIST OF SUBJECT HEADINGS

CORRESPONDENCE DATA

Fax Number: 2059814046

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.

Phone: 205-408-4895

Email: wdimon@ebsco.com

Correspondent Name: Wanda Dimon

Address Line 1: 5724 Highway 280 East

Address Line 2: Legal Services

Address Line 4: Birmingham, ALABAMA 35242

NAME OF SUBMITTER:	Tyler Novak
SIGNATURE:	/tn/
DATE SIGNED:	05/10/2018

Total Attachments: 2

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> TRADEMARK REEL: 006328 FRAME: 0736

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), effective as of May 10, 2018 (the "Effective Date"), is entered into by and between EBSCO Industries, Inc., a Delaware corporation ("Assignor") and EBSCO Publishing, Inc., an Alabama limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the present owner the U.S. Trademark 2,671,822 for SEARS LIST OF SUBJECT HEADINGS ("Assigned Trademark"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of recording the assignment of the Assigned Trademark with the United States Patent and Trademark Office.

NOW, THEREFORE:

- 1. <u>Assignment</u>. Assignor does hereby irrevocably assign, convey, and transfer to Assignee all its right, title and interest (whether statutory, common law or otherwise) in and to the Assigned Trademark, and all goodwill associated with any of the Assigned Trademark. The foregoing assignment of the Assigned Trademark includes the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions or otherwise recover for infringements and dilutions thereof, and (c) all other rights of any kind whatsoever of Assignors accruing thereunder or pertaining thereto.
- 2. <u>Acknowledgment</u>. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Assigned Trademark.
- 3. <u>Further Assurances</u>. Each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.
- 4. <u>Binding Effect: Assignment</u>. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5. Governing Law. This Assignment, and any dispute, claim, legal action, suit, proceeding or controversy (whether in contract or tort) arising out of or relating to this Assignment, or the negotiation, execution or performance of this Assignment (including any cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter this Assignment), shall be governed by, and construed in accordance with, the laws of Alabama, without regard to conflict-of-law principles thereof.

TRADEMARK REEL: 006328 FRAME: 0737 IN WITNESS WHEREOF, this Assignment has been executed as of the date first set forth above.

ASSIGNOR:

EBSCO INDUSTRIES, INC.

. B. Work

By: Tyler B. Novak Title: Vice President

STATE OF ALABAMA COUNTY OF SHELBY

I certify that the following person(s) personally appeared before me this day, each acknowledging that he or she signed the foregoing document, on behalf of EBSCO INDUSTRIES, INC., in the capacity indicated: Tyler B. Novak

Date: *Muu 10* , 2018

WANDA J DIMON Notary Public, Alabama State At Large My Commission Expires January 16, 2019 Notary Public

Print Name: Wanda J. Dimon

My commission expires: Jan. 16, 2018

TRADEMARK REEL: 006328 FRAME: 0738

RECORDED: 05/10/2018