

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM474021

|   |  |                           |                             |
|---|--|---------------------------|-----------------------------|
| <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>          |
| Arcadia Publishing, Inc.  |  | 05/01/2018                | Corporation: SOUTH CAROLINA |
| <b>RECEIVING PARTY DATA</b>   |  |                           |                             |
| <b>Name:</b>  | Nextone, Inc.                                      |                           |                             |
| <b>Street Address:</b>  | 2681 Spruill Avenue                                |                           |                             |
| <b>City:</b>  | North Charleston                                   |                           |                             |
| <b>State/Country:</b>   | SOUTH CAROLINA                                     |                           |                             |
| <b>Postal Code:</b>   | 29405  |                           |                             |
| <b>Entity Type:</b>   | Corporation: SOUTH CAROLINA                        |                           |                             |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                           |                             |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>          |                             |
| <b>Serial Number:</b>   | 87873238   | PALMETTO PUBLISHING GROUP |                             |
| <b>Serial Number:</b>   | 87873139   | VERTEL                    |                             |
| <b>CORRESPONDENCE DATA</b>  |  |                           |                             |
| <b>Fax Number:</b>  | 8032559831   |                           |                             |
| <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>   | (843) 720-4302                                     |                           |                             |
| <b>Email:</b>   | ip@nelsonmullins.com                               |                           |                             |
| <b>Correspondent Name:</b>  | Nelson Mullins Riley & Scarborough LLP             |                           |                             |
| <b>Address Line 1:</b>  | 301 S. College Street                              |                           |                             |
| <b>Address Line 2:</b>  | 23rd Floor, IP Department                          |                           |                             |
| <b>Address Line 4:</b>  | Charlotte, NORTH CAROLINA 28202                    |                           |                             |
| <b>NAME OF SUBMITTER:</b>   | John C. McElwaine                                  |                           |                             |
| <b>SIGNATURE:</b>   | /John C. McElwaine/                                |                           |                             |
| <b>DATE SIGNED:</b>   | 05/15/2018   |                           |                             |
| <b>Total Attachments: 4</b>   |  |                           |                             |
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| source=Nextone - Arcadia Trademark Assignment Assumption#page2.tif  |  |                           |                             |
| source=Nextone - Arcadia Trademark Assignment Assumption#page3.tif  |  |                           |                             |

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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made and entered into as of this 1st day of May, 2018 by Arcadia Publishing, Inc., a South Carolina corporation, Arcadia Publishing International, Inc., a Delaware corporation, and The History Press, Inc., a South Carolina corporation (the "Assignors"), in favor of Nextone, Inc., a South Carolina corporation (the "Buyer").

PREAMBLE

A. Assignors are the owners of the tradenames, trademarks and service marks

PALMETTO PUBLISHING, VERTEL PUBLISHING,  and VERTEL (the "Marks") and the applications filed with the United States Patent and Trademark Office for registration of the

marks  (Serial No. 87873238) and VERTEL (Serial No. 87873139) (the "Applications").

B. The Assignors and the Buyer are parties to an Asset Purchase Agreement dated as of May 1, 2018 (the "Purchase Agreement"), providing for the purchase by the Buyer of the Assets from the Assignor. Capitalized terms used herein and not defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

C. Pursuant to the terms of the Purchase Agreement, Assignors agreed to assign to Assignee all of Assignors' right, title and interest in and to the Marks and the Applications, together with the goodwill associated therewith.

D. Assignee is the successor to the portion of Assignors' business to which the Marks pertain, and that business is existing and ongoing.

NOW, THEREFORE, in consideration of the Parties' obligations to each other as set forth in the Purchase Agreement and this Agreement, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. On the terms and subject to the conditions set forth in the Purchase Agreement, Assignors do hereby assign, transfer and convey to Assignee, Assignors' entire right, title and interest in and to the Marks and the Applications, together with the goodwill of the Marks, for the United States and for all foreign countries, including any renewals or extensions thereof that are or may be secured under the laws of the United States or foreign countries now or hereafter in effect and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Agreement and sale had not been made; together with all income, royalties, payments or damages due or payable as of the date of this Agreement or thereafter, including all claims for

damages by reason of past, present or future infringement or other unauthorized use, with the right to sue for, and collect the same.

2. Assignors shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignors' expenses, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the assignment, transfer and conveyance to Assignee and to confirm and record Assignee's title to the Marks and the Applications. Assignors further agree to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

3. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement is not intended to confer any rights or remedies upon any person other than the parties hereto.

4. Nothing contained in this Agreement shall be construed as a waiver of or limitation upon any of the rights or remedies of the parties hereto as set forth in, or arising in connection with, the Purchase Agreement, or any instrument or document delivered by the parties hereto pursuant to the Purchase Agreement. This Agreement is not intended to broaden, limit, terminate or otherwise alter any obligations, covenants, agreements, representations or warranties set forth in the Purchase Agreement, and in the event of any ambiguity or conflict between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement shall be governing and controlling. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Assignors and the Buyer. This Agreement is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement, all of which are incorporated herein by reference.

5. This Agreement shall be interpreted, construed and governed by and under the laws of the State of South Carolina, without regard to conflicts of law rules and principles (whether of the State of South Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of South Carolina.

6. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Any counterpart or other signature hereupon delivered by facsimile or any similar electronic transmission device shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

[REMAINDER OF PAGE LEFT BLANK]  
[SIGNATURE PAGE TO FOLLOW]



