

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468515

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW MEDIA NEWS, LLC		02/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NEW YORK PUBLIC RADIO		
Street Address:	160 Varick Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	Non-Profit Corporation: NEW YORK		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	87235449	ASK A NATIVE NEW YORKER	
Registration Number:	5165089	ASK A NATIVE NEW YORKER	
Registration Number:	4570965	DNAINFO	
Registration Number:	5012906	CHICAGOIST	
Registration Number:	5012896	DCIST	
Registration Number:	3135888	GOTHAMIST	
Registration Number:	5012893	LAIST	
Registration Number:	4829087	NEIGHBORHOOD SQUARE	
Registration Number:	5200199	NEIGHBORHOOD SQUARE	
Registration Number:	5012897	SFIST	
CORRESPONDENCE DATA			
Fax Number:	9147234301		
<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:	914-723-4300		
Email:	tmefs@LSLLP.com		
Correspondent Name:	Howard N. Aronson		
Address Line 1:	Lackebach Siegel LLP, 1 Chase Road		
Address Line 2:	Lackebach Siegel Building		

OP \$265.00 87235449

Address Line 4:	Scarsdale, NEW YORK 10583-4156
ATTORNEY DOCKET NUMBER:	WNYC.GEN-10 TM Assignment
NAME OF SUBMITTER:	Howard N. Aronson
SIGNATURE:	/Howard N. Aronson/
DATE SIGNED:	04/04/2018
Total Attachments: 4 source=2.16.18 - IP Assignment Agreement - New Media News, LLC (10 TM registrations)#page1.tif source=2.16.18 - IP Assignment Agreement - New Media News, LLC (10 TM registrations)#page2.tif source=2.16.18 - IP Assignment Agreement - New Media News, LLC (10 TM registrations)#page3.tif source=2.16.18 - IP Assignment Agreement - New Media News, LLC (10 TM registrations)#page4.tif	

FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment") is made effective this 16th day of February, 2018.

BETWEEN:

NEW MEDIA NEWS, LLC, a Delaware limited liability company ("Assignor")

AND:

NEW YORK PUBLIC RADIO, a New York nonprofit corporation ("Assignee").

WHEREAS, upon the terms and subject to the conditions of the Asset Purchase Agreement dated as of the 16th day of February, 2018 (the "Purchase Agreement") among Assignor and Assignee (as Seller and Buyer, respectively), Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and Assignee has purchased from Assignor, all of Assignor's right, title and interest in certain Assignor Assets that constitute intellectual property, including Intellectual Property Rights therein ("IP Assets");

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, all terms used in this Assignment will have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignment of Intellectual Property. Effective as of February 16, 2018, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and Assignee has accepted all right, title and interest in and to all IP Assets, together with the rights to apply for, register and prosecute such IP Assets, and to maintain and record such IP Assets with any Governmental Authority; all of the goodwill associated therewith and symbolized thereby, free and clear of all Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the IP Assets, including, without limitation, the right to compromise, sue for and collect such profits and damages; and the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
3. Seller Trademarks. The registered trademarks included in the IP Assets to be assigned pursuant to this Assignment are the following (the "Marks"):
 - (a) ASK A NATIVE NEW YORKER (US Ser. No. 87235449);
 - (b) ASK A NATIVE NEW YORKER (US Reg. No. 5165089);
 - (c) DNAINFO (US Reg. No. 4570965);
 - (d) CHICAGOIST (US Reg. No. 5012906);

- (e) DCIST (US Reg. No. 5012896);
- (f) GOTHAMIST (US Reg. No. 3135888);
- (g) LAIST (US Reg. No. 5012893);
- (h) NEIGHBORHOOD SQUARE (US Reg. Nos. 4829087)
- (i) NEIGHBORHOOD SQUARE (US Reg. No. 5200199); and
- (j) SFIST (US Reg. No. 5012897).

4. Registration of Domain Names. No later than 7 days from the date first written above, Assignor shall provide Assignee with all information necessary for Assignee to access and modify the registration of the domain names listed at Schedule I to the Purchase Agreement (including, but not limited to, user identification and any passwords).

5. Representations and Warranties. Assignor represents and warrants that (i) all use of the Marks by Assignor will cease; (ii) it will not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Marks or Assignee's ownership thereof; and (iii) Assignee is a successor to the business of Assignor, or a portion thereof, which is ongoing and existing and to which the Marks (including without limitation US Ser. No. 87235449) pertain.

6. Miscellaneous.

(a) Assignor agrees to execute any additional documents required to give effect to this Assignment, including, but not limited to, all documents required to effect this assignment. Assignor further agrees to provide to Assignee all documentation reasonably required by the Assignee to establish its acquired rights in and to the Seller Intellectual Property.

(b) Consideration for the assignment described above shall be in accordance with the Purchase Agreement. This consideration shall be the only consideration provided to Assignor.

(c) This Assignment cannot be terminated or amended, except by the written agreement of the parties.

(d) This Assignment shall be binding on and shall inure to the benefit of Assignor and Assignee, their respective successors and assigns and their respective present and future affiliated and subsidiary companies and licensees.

(e) The provisions of Articles IV and VI-VIII of the Purchase Agreement shall apply, *mutatis mutandis*, to this Assignment.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale and Assignment to be executed by their duly authorized representatives as of the date set forth above.

PURCHASER:

NEW YORK PUBLIC RADIO

By: _____

Name:

Title:

SELLER:

New Media News, LLC

By: Alfred Levitt _____

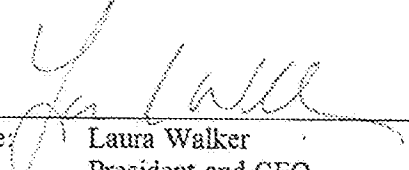
Name: Alfred Levitt

Title: General Counsel

IN WITNESS WHEREOF, Seller and Purchaser have caused this Bill of Sale and Assignment to be executed by their duly authorized representatives as of the date set forth above.

PURCHASER:

NEW YORK PUBLIC RADIO

By: 
Name: Laura Walker
Title: President and CEO

SELLER:

New Media News, LLC

By: _____
Name:
Title: