

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM489373

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gawker Media Group, Inc.		07/25/2018	Corporation: CAYMAN ISLANDS
Gawker Media LLC		07/25/2018	Limited Liability Company: DELAWARE
Gawker Hungary, Kft. "v.a.", f/k/a Kinja, Kft.		07/25/2018	Limited Liability Company: HUNGARY
RECEIVING PARTY DATA			
Name:	BDG GMGI Acquisition, Inc.		
Street Address:	315 Park Avenue South		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2901710	GAWKER	
CORRESPONDENCE DATA			
Fax Number:	4159441110		
<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:	415-885-9800		
Email:	trademark@prangerlaw.com		
Correspondent Name:	Pranger Law PC		
Address Line 1:	88 Guy Place, Suite 405		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Gail I. Nevius Abbas		
SIGNATURE:	/Gail I. Nevius Abbas/		
DATE SIGNED:	09/10/2018		
Total Attachments: 7			
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OP \$40.00 2901710

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment”), dated as of July 25, 2018 and effective as of 5:01 AM GMT on such date, is made by Gawker Media Group, Inc., a Cayman Island exempted company (“Holdco”), Gawker Media LLC, a Delaware limited liability company (“GM LLC”), Gawker Hungary, Kft. “v.a.”, f/k/a Kinja, Kft., a Hungarian corporation (“Gawker Hungary” and together with Holdco and GM LLC, the “Sellers”), each located at 44 Lynden Street, Rye, NY 10580, in favor of BDG GMGI Acquisition, INC. (“Buyer”), a Delaware corporation, located at 315 Park Avenue South, New York, NY, the purchaser of certain assets of the Sellers pursuant to an Asset Purchase Agreement between Buyer and the Sellers, dated as of July 11, 2018 (the “Asset Purchase Agreement”).

WHEREAS, under the terms of the Asset Purchase Agreement, the Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of the Sellers, and have 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, the Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of the Sellers’ right, title, and interest in and to the following (the “Assigned IP”):

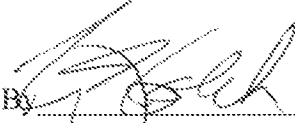
- (a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof;
- (b) the copyright registration set forth on Schedule 2 hereto and all issuances, extensions, and renewals thereof;
- (c) the domain name registrations set forth on Schedule 3 hereto and all extensions and renewals thereof;
- (d) all derivatives, versions, releases, updates, modifications and improvements of the foregoing and all documentation for or tangible embodiments of any of the foregoing;
- (e) all rights of any kind whatsoever of the Sellers accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (f) 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
- (g) 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. The Sellers hereby authorize the Commissioner for Trademarks in the United States Patent and Trademark Office, 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. Following the date hereof, upon Buyer's reasonable request and at Buyer's sole cost and expense, the Sellers shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to Buyer, or any assignee thereof or successor thereto. In the event Buyer is unable, after reasonable effort, to secure the Sellers' cooperation in delivering such further instruments or further actions discussed herein, the Sellers hereby irrevocably designate and appoint Buyer and its duly authorized officers and agents as the Sellers' agent and attorney-in-fact, coupled with an interest and with full power of substitution, to act on the Sellers' behalf and to do all lawfully permitted acts with the same legal force and effect as if executed by the Sellers.
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 the Sellers 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. Specific Performance. The parties agree that irreparable damage may occur if any provision of this IP Assignment were not performed in accordance with the terms hereof and that the parties shall be entitled to seek specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.
5. Severability. If any provision of this IP Assignment shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this IP Assignment or the validity or enforceability of this IP Assignment in any other jurisdiction, and the parties shall negotiate in good faith to modify such provision so that it is valid or enforceable to the parties.
6. 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. A signed copy of this IP Assignment delivered by facsimile, e-mail, 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.
7. 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 assigns.
8. 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 New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

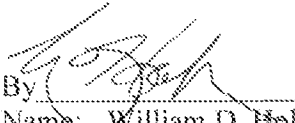
The Sellers have duly executed and delivered this IP Assignment as of the date first above written.

SELLERS

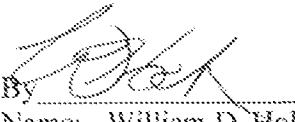
GAWKER MEDIA GROUP, INC.

By 
Name: William D. Holden
Title: Authorized Signatory

GAWKER MEDIA LLC

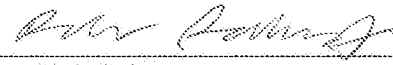
By 
Name: William D. Holden
Title: Authorized Signatory

GAWKER HUNGARY, KFT. "v.a."

By 
Name: William D. Holden
Title: Authorized Signatory

AGREED TO AND ACCEPTED:

BDG GMGI ACQUISITION, INC.

By:  _____

Name: Deb Schwartz

Title: CFO

Address for Notices: 315 Park Avenue South
New York, New York

TRADEMARK

REEL: 006447 FRAME: 0215

SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS

Trademark	Class of Mark	Jurisdiction	Filing Date	Status	Registration No.
Gawker	Standard Character	United States	8/26/2003	Registered	2901710
Gawker		EU	3/16/2010	Registered	8957961
Gawker		CA	2/1/2010	Registered	TMA785433

SCHEDULE 2

ASSIGNED COPYRIGHT REGISTRATION

Grantor	Title	Filing Date/Issued Date	Status	Application/Registration No.
Gawker Media LLC	The Gawker Guide to Conquering All Media	10/17/2007	Registered	TX0006831598

SCHEDULE 3

DOMAIN NAME REGISTRATIONS

gawker.com
gawker.co.in
gawker.com.tw
gawker.in
gawker.tw
gawker.pl
gawker.com.ph
gawkershop.com
gawkerartists.com
gawker.hk
gawker.cn
gawker.com.hk
gawker.se
gawker.it
gawker.be
gawker.co
gawkerstalker.co
gawker.nl
gawkernet.com
gawker.hu
gaw.kr
gawkerassets.xxx
gawkerclips.xxx
gawkermedia.xxx
gawkershop.xxx
gawkervideo.xxx
gawkermedia.com
gawker.es
gawker.dk
gawkerassets.com
gawker.fr
gawkervideo.com
gawker.design
gawker.tech
gawker.tv
gawker.media
gawker.me
gawkerhd.com
studioatgawker.com
gawkerclips.com
gawkertv.com