

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wayne Printing Company, Inc.		11/01/2018	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	PMG Acquisition, LLC		
Street Address:	201 South 4th Street		
City:	Paducah		
State/Country:	KENTUCKY		
Postal Code:	42003		
Entity Type:	Limited Liability Company: KENTUCKY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3439452	THE WRIGHT TIMES	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<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:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	055263-196		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	11/07/2018		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of this 1st day of November, 2018 (the "Effective Date"), by Wayne Printing Company, Inc., a North Carolina corporation (the "Assignor") in favor of PMG Acquisition, LLC, a Kentucky limited liability company (the "Assignee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement (as defined below) unless otherwise defined herein.

BACKGROUND

WHEREAS, Assignee and Assignor have entered into that certain Asset Purchase Agreement, of even date herewith (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, and assign to Assignee, and Assignee has agreed to purchase from Assignor, certain assets of Assignor;

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in and to all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos and corporate names, and all other indicia or origin, and all applications, registrations and renewals thereof, together with the goodwill of the business associated with the foregoing and the right to sue for any past, present, or future claims of infringement related thereto, including without limitation the trademarks identified in Schedule 1 attached hereto (the "Trademark"); and

WHEREAS, pursuant to the terms and conditions of the Asset Purchase Agreement, Assignee wishes to acquire, and Assignor wishes to assign to Assignee all right, title and interest in and to the Trademark, and all goodwill related to or symbolized by such Trademark.

ASSIGNMENT

NOW, THEREFORE, to effect the transactions contemplated by the Asset Purchase Agreement as set forth in the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, transfers, assigns and sets over absolutely to the Assignee, and Assignee hereby receives, acquires and accepts, all of Assignor's rights, title and interest in and to the Trademark and the use of such Trademark, including without limitation, all of the goodwill associated with or symbolized by the Trademark, including any registrations, applications, extensions and renewals of the Trademark, and any other rights Assignor now has or to which Assignor may become entitled under existing or subsequently enacted federal, state, or foreign laws, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives, together with all rights to collect income, royalties, damages, products, proceeds and payments due or payable as of the Effective Date or thereafter with respect to the foregoing, including, the

right to sue for past, present and future infringement of the Trademark, the right to assume any licenses connected with the Trademark and the right to any other claim arising out of or relating to the use and ownership of the Trademark, and all rights corresponding thereto throughout the world. It is expressly acknowledged that with respect to the Trademark for which registration is being sought in the U.S. under the intent-to-use provision of the Trademark Act (15 U.S.C. §1051(b)), Assignor is assigning the Trademark as part of the entire business or portion thereof to which the Trademark pertains.

2. Further Assurances. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Trademark and all legal equivalents as may be known or accessible to Assignor.

3. No Modification. This Assignment is not intended to and shall not in any way to supersede, modify or qualify any provision of the Asset Purchase Agreement.

4. Successors and Assigns. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in all respects, including validity, interpretation and effect, in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

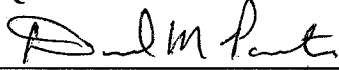
6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. Signatures to this Assignment transmitted by facsimile transmission, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature Page(s) and Schedule Follow this Page.]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

Assignee:

PMG ACQUISITION LLC

By: 
Name: David M. Paxton
Its: President

Assignor:

WAYNE PRINTING COMPANY, INC.

By: _____
Name: Hal H. Tanner III
Its: President

[Signature Page to Trademark Assignment]

TRADEMARK
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IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by their duly authorized representatives effective as of the date first set forth above.

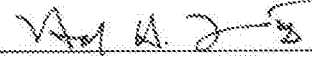
Assignee:

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By: _____
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Its: President

Assignor:

WAYNE PRINTING COMPANY, INC.

By: 
Name: Hal H. Tanner III
Its: President

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006477 FRAME: 0675

SCHEDULE 1

TRADEMARK

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
THE WRIGHT TIMES	77201163 June 8, 2007	3439452 June 3, 2008	Registered