

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504187

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prologix Distribution Services (East), LLC		12/31/2018	Limited Liability Company:
Prologix Distribution Services (West), LLC		12/31/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	American News Company, LLC		
Street Address:	4 New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3038787	PROLOGIX	
CORRESPONDENCE DATA			
Fax Number:	2016786305		
<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:	201-525-6305		
Email:	dgold@coleschotz.com		
Correspondent Name:	David S. Gold, Esq., Cole Schotz P.C.		
Address Line 1:	Court Plaza North, 25 Main Street		
Address Line 4:	Hackensack, NEW JERSEY 07601		
NAME OF SUBMITTER:	David S. Gold		
SIGNATURE:	/David S. Gold/		
DATE SIGNED:	01/03/2019		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Assignment") is made and entered into effective as of December 31, 2018, by and between Prologix Distribution Services (East), LLC, a Delaware limited liability company, and Prologix Distribution Services (West), LLC, a Delaware limited liability company (collectively, "Assignors"), on the one hand, and American News Company, LLC, a Delaware limited liability company ("Assignee"), on the other hand. Assignors and Assignee shall each be a "Party", and collectively, the "Parties".

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement entered into on or about November 7, 2018, as amended (the "APA"), pursuant to which Assignors sold, assigned and transferred certain intellectual property including, without limitation, U.S. Trademark Registration No. 3038787 (the "PROLOGIX Mark"). For greater certainty, this agreement shall in no way transfer, by sale, assignment or otherwise, the Assignors' or their affiliated companies' interest in any rights they may have with respect to the "Prologix" trade name or trademark or any other form of intellectual property rights in Canada.

WHEREAS, the Parties have agreed to execute this Assignment to further memorialize Assignors' sale, assignment and transfer of the PROLOGIX Mark to Assignee.

NOW, THEREFORE, in consideration of the representations, warranties, covenants, agreements and monetary payment set forth in the APA, the mutual promises of the Parties hereto and the mutual benefits to be gained by the performance hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignors do hereby assign unto Assignee all of Assignors' right, title and interest in and to the PROLOGIX Mark, together with, without limitation, all associated goodwill and common law rights appurtenant thereto, and all remedies for past, present and future infringements of the PROLOGIX Mark, free and clear of all liens, security interests, restrictions or encumbrances, the same to be held and fully enjoyed solely by Assignee, its successors, assigns and other legal representatives.
2. Rights under Assignment; Conflicts. Each of Assignee and Assignors, by its execution of this Assignment, hereby acknowledge that the rights and remedies of each Party under the APA will not be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this Assignment. To the extent the terms and provisions of this Assignment conflict with the APA, the terms and provisions of the APA shall govern.
3. Recordation and Further Actions. Assignors authorize all applicable governmental officials to record and register this Assignment against the PROLOGIX Mark, upon request by Assignee. Assignors agree to cooperate in ensuring that the correct owner

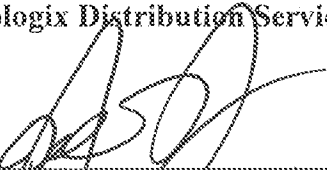
shall execute and deliver any and all instruments and documents and take such further actions as may be necessary or reasonably requested by the Assignee, including the execution of any documents, files, registrations, or other similar items, in order to ensure that the PROLOGIX Mark is properly assigned to Assignee and to document and record with the appropriate governmental authorities the aforesaid assignment and transfer.

4. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflicts of interest principles. In the event of a dispute hereunder, the parties agree that the same shall be submitted to the exclusive jurisdiction of the state and federal courts sitting in New York County in the State of New York.
5. Counterparts. This Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Headings. The paragraph headings contained in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Assignment.

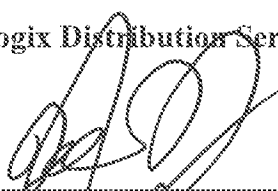
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IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

Prologix Distribution Services (East), LLC

By: 
Name: NICK PISMARA
Title: SECRETARY

Prologix Distribution Services (West), LLC

By: 
Name: NICK PISMARA
Title: SECRETARY

American News Company, LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

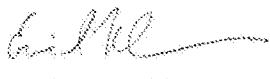
Prologix Distribution Services (East), LLC

By: _____
Name:
Title:

Prologix Distribution Services (West), LLC

By: _____
Name:
Title:

American News Company, LLC

By:  _____
Name: Eric S. Klee
Title: Executive Vice President, Secretary and Chief Legal Officer

[Signature Page: Assignment of Trademark Rights]