

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498341

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sunshine Media I, Inc.		09/28/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	True North Custom Publishing, LLC		
Street Address:	1301 Riverfront Parkway		
Internal Address:	Suite 112		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2887922	DOCTOR OF DENTISTRY	
Registration Number:	2607146	MDNEWS	
Registration Number:	2607144	BUILDER+ARCHITECT	
Registration Number:	2034612	REAL ESTATE EXECUTIVE	
Registration Number:	2607145	RESTAURANT FORUM	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	135845-01400		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	11/15/2018		

OP \$140.00 2887922

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Agreement”), is made effective as of September 28, 2018 (the “Effective Date”), between Sunshine Media I, Inc., f/k/a Sunshine Media, Inc., a Delaware corporation (“Assignor”), and True North Custom Publishing, LLC, a Tennessee limited liability company (“Assignee”).

BACKGROUND

Assignor wishes to assign to Assignee all of Assignor’s rights, including Intellectual Property Rights, in the Assigned IP, and Assignee wishes to acquire such rights.

AGREEMENT

Assignor and Assignee, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. Definitions.

1.1. Capitalized terms used and not defined herein shall have the meanings ascribed to such terms in the Agreement.

1.2. “Assigned IP” means the Intellectual Property Rights relating to the Copyrights and Marks.

1.3. “Copyrights” means the works of authorship and accompanying registrations and applications for registration set forth on Exhibit A attached hereto.

1.4. “Intellectual Property Rights” means all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, for all versions and elements, in all languages, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not registered or otherwise perfected, including without limitation, all (a) rights associated with works of authorship, including without limitation, copyrights, moral rights, and all registrations and applications for registration of such copyrights, and all issuances, extensions and renewals of such registrations and applications; (b) rights and goodwill associated with trademarks, service marks, trade names, brand names, logos, trade dress, other indicia of origin, and all registrations and applications for registration of such trademarks, including intent-to-use applications, all issuances, extensions and renewals of such registrations and applications; (c) rights analogous to those set forth in this Section 1.4 and all other proprietary rights relating to intangible property; (d) divisions, continuations, renewals, reissues, and extensions of the foregoing (as and to the extent applicable) now existing, or later filed, issued, or acquired; and (e) all rights to sue and recover and retain damages, costs and attorneys’ fees for past, present and future infringement and any other rights relating to any of the foregoing.

1.5. “Marks” means the trademarks, trade names, service marks, brand names, logos, trade dress, and marks, whether registered or unregistered, specified in Exhibit B attached hereto, together with all applications and registrations identified therewith, and the goodwill of the

business symbolized by and associated with the same, all licenses and similar contractual rights with respect to any of the foregoing granted by Assignor to any third party, and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to all of the foregoing rights.

2. Assignment of Assigned IP.

2.1. Assignment. Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all of its rights (including all Intellectual Property Rights), title, and interest in and to the Assigned IP, together with all goodwill in connection therewith, and Assignor reserves no right in any of the Assigned IP.

2.2. Recordation. Assignor authorizes the Register of Copyrights of the United States, the United States Patent and Trademark Office, and any Governmental Authority of any country or countries foreign to the United States whose duty it is to receive or register copyrights, patents, trademarks or applications therefor, to record Assignee as the owner of the Assigned IP and to issue all registrations for the Assigned IP, to be in the name of Assignee, as assignee of the Assigned IP, for the sole use of Assignee in accordance with the terms of this Agreement.

2.3. Prior Agreements. Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee all of its rights and obligations in the Development Compensation Agreement, dated on or about November 7, 1995, with Robert Brennan, and Assignee assumes all rights and obligations.

3. Further Assurances.

3.1. No Retained Intellectual Property Rights. Assignor hereby acknowledges that it retains no right to use the Assigned IP and agrees not to challenge the validity of Assignee's ownership of the Assigned IP or undertake any actions inconsistent with Assignee's ownership thereof, except as expressly provided in the Transaction Documents. Upon each reasonable request by Assignee, without additional consideration, Assignor agrees to promptly execute such additional assignments and other writings and do such additional reasonable acts as necessary for Assignee to perfect its enjoyment of this grant.

4. Miscellaneous.

4.1. Enforceability. This Agreement is being executed by Assignor and Assignee and shall be binding upon each of them, and their respective successors and consented-to assigns, for the uses and for purposes above set forth and referred to, and shall be effective as of the date hereof.

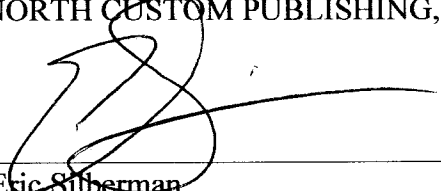
4.2. Counterparts. This Agreement may be executed in one or more counterparts (including by .pdf delivery via email or by facsimile), each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

ASSIGNEE:

TRUE NORTH CUSTOM PUBLISHING, LLC

By: 
Name: Eric Silberman
Title: President

ASSIGNOR:

SUNSHINE MEDIA I, INC.

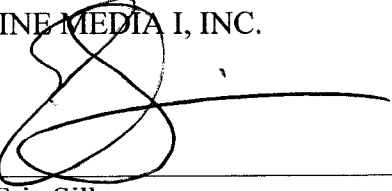
By: 
Name: Eric Silberman
Title: President

EXHIBIT A

Copyrights

Copyright Title	Owner	Document No.	Recordation Date
Builder/architect, Apr. 1995 & 2 other titles / By Leigh H. Miller & Van B. Miller as a work made for hire. DCR 1995.	Sunshine Media, Inc.	V3501D209	08/29/2003
Builder/architect, Apr. 1995 & 2 other titles / By Leigh H. Miller & Van B. Miller, as employees for hire of Sunshine Media, Inc. DCR 1995.	Sunshine Media, Inc.	V3471D363	07/21/2001
Builder/architect : for the North Carolina Blue Ridge residential building industry.	Sunshine Media, Inc.	Vol. 2: TX0004010122 Vol. 3: TX0004118024	Vol. 2: 06/09/1995 Vol. 3: 10/30/1995

EXHIBIT BMarks

Trademark	Country	Owner	Registration No.	Registration Date
DOCTOR OF DENTISTRY	USA	Sunshine Media I, Inc.	2,887,922	09/21/2014
MDNEWS	USA	Sunshine Media I, Inc.	2,607,146	08/13/2002
BUILDER+ARCHITECT	USA	Sunshine Media I, Inc.	2,607,144	08/13/2002
REAL ESTATE EXECUTIVE	USA	Sunshine Media I, Inc.	2,034,612	01/28/1997
RESTAURANT FORUM	USA	Sunshine Media I, Inc.	2,607,145	08/13/2002