

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511958

|   |  |                       |                    |
|---|--|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                    |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b> |
| Frances Galbreath   |  | 02/20/2019            | INDIVIDUAL:        |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                    |
| <b>Name:</b>  | Advance Local Media LLC                            |                       |                    |
| <b>Street Address:</b>  | One World Trade Center                             |                       |                    |
| <b>City:</b>  | New York   |                       |                    |
| <b>State/Country:</b>   | NEW YORK   |                       |                    |
| <b>Postal Code:</b>   | 10007  |                       |                    |
| <b>Entity Type:</b>   | Limited Liability Company: NEW YORK                |                       |                    |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                    |
| <b>Registration Number:</b>   | 4241899  | IT'S A SOUTHERN THING |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                    |
| <b>Fax Number:</b>  |  |                       |                    |
| <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> |  |                       |                    |
| <b>Phone:</b>   | 2122868310   |                       |                    |
| <b>Email:</b>   | ncolovic@advance.com                               |                       |                    |
| <b>Correspondent Name:</b>  | Natasa Colovic                                     |                       |                    |
| <b>Address Line 1:</b>  | One World Trade Center                             |                       |                    |
| <b>Address Line 4:</b>  | New York, NEW YORK 10007                           |                       |                    |
| <b>ATTORNEY DOCKET NUMBER:</b>  | ALM/T095602  |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Natasa Colovic                                     |                       |                    |
| <b>SIGNATURE:</b>   | /Natasa Colovic/                                   |                       |                    |
| <b>DATE SIGNED:</b>   | 02/28/2019   |                       |                    |
| <b>Total Attachments: 2</b>   |  |                       |                    |
| source=It's A Southern Thing. Assignment#page1.tif  |  |                       |                    |
| source=It's A Southern Thing. Assignment#page2.tif  |  |                       |                    |

OP \$40.00 4241899

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment is effective as of ~~December~~ <sup>February 10, 2019</sup> 2018 by and between Frances Galbreath, an individual, with the address at 136 Railroad Street, Thomson, GA 30824 ("Assignor") and Advance Local Media, LLC, a New York entity, located at One World Trade Center, New York, NY 10007 ("Assignee").

WHEREAS, Assignor is the owner of the trademark "It's A Southern Thing", which is registered on the USPTO's Principal Register under Registration No. 4,241,899 (hereinafter "the Trademark").

WHEREAS, Assignor is the owner of the "itsasouthernthing.com" domain name, which was registered on November 17, 2008 with the registrar, GoDaddy.com (hereinafter "the Domain Name").

WHEREAS, Assignor desires to assign all of its rights, title and interest in and to the Trademark and Domain Name.

WHEREAS, Assignee desires to acquire the Trademark and the Domain Name.

IT IS NOW AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1) Assignor releases Assignee from any and all claims arising from the use of the Trademark. Assignor further releases and forever discharges Assignee and its affiliated companies from any claims, demands, damages, losses, costs, expenses, fees, actions, agreements, promises, debts, causes of action or suits of any kind or nature whatsoever, that Assignor has, claims to have, or at any time hereafter may have or claim to have against assignee, by reason of any matter, cause, omission, or commission occurring from the beginning of time to the date of this Assignment. This Assignment and release and warranties hereby shall be binding upon all and any heirs, assigns or successors of Assignor.
- 2) Assignor agrees to cease using the Domain Name and Trademark in connection with any website, company name, apparel and/or any merchandise by no later than sixty (60) days from the execution date of this Assignment.
- 3) Upon execution of this Assignment, the Assignor agrees to provide Assignee with the authorization code and all necessary information in order to successfully complete the transfer of ownership and control over the domain name.

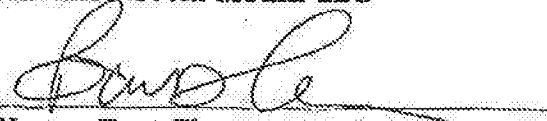
- 4) Assignee agrees to pay Assignor a purchase price of [REDACTED] for the Trademark and Domain Name. Payment will be provided in two installments, where each installment shall be in the amount of [REDACTED]. The first installment shall be payable upon the execution of this Agreement and the second installment shall be made sixty (60) days after the execution of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all rights, title and interest in and to the Trademark, inclusive of Federal registrations, state registrations and all common law trademark rights, and the Domain Name, together with any and all goodwill associated with the Trademark and the Domain Name.

IN WITNESS WHEREOF, the Parties have executed this Assignment effective as of the date first above written.

  
Name: Frances Galbreath

Advance Local Media LLC

  
Name: Bart Thau  
Title: VP Marketing