

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM513984

<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>
Minnesota Public Radio		03/05/2019	Non-Profit Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Exchange Street Holdings LLC		
<b>Street Address:</b>	701 First Avenue North		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55403		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3282422	FITZGERALD	
<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>	6123343222		
<b>Email:</b>	hstratton@wck.com		
<b>Correspondent Name:</b>	James L. Young		
<b>Address Line 1:</b>	900 Second Avenue South		
<b>Address Line 2:</b>	Suite 1400		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	F139.6012US1		
<b>NAME OF SUBMITTER:</b>	James L. Young		
<b>SIGNATURE:</b>	/James L. Young/		
<b>DATE SIGNED:</b>	03/13/2019		
<b>Total Attachments: 4</b>			
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OP \$40.00 3282422



## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment"), effective as of the date of the last authorized signature shown below, is made by and between Minnesota Public Radio, a Minnesota non-profit corporation ("Assignor"), and Exchange Street Holdings LLC, a Minnesota limited liability company ("Assignee").

WHEREAS, Assignor owns the trademark FITZGERALD in connection with various real estate and entertainment services (the "Mark") and United States Trademark Registration Number 3,282,422 for the FITZGERALD trademark (the "Registration"); and

WHEREAS, Assignee is the purchaser of certain assets of Assignor pursuant to an Agreement of Purchase and Sale between Assignee and Assignor dated October 15, 2018, pursuant to which Assignor agrees to assign to Assignee the Mark and Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers, and conveys to Assignee all rights, title, and interest in and to the Mark and Registration, together with the goodwill of the business associated with the use of and symbolized by the Mark, to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor if this Assignment had not been executed. Assignor warrants that it holds good title to the Registration and Assignor further assigns, transfers, and conveys to Assignee the entire right, title, and interest in and to any and all causes of action and rights of recovery for past infringement of the Mark by third parties and to collect and retain and damages without any remuneration to Assignor.
2. Assignor covenants and agrees to cooperate with Assignee so that Assignee may enjoy to the fullest extent the rights, title, and interest herein conveyed. Such cooperation shall include prompt execution of all papers prepared at the expense of Assignee which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest conveyed in this Assignment.
3. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns, and legal representatives, and shall be binding upon Assignor, its successors, assigns, and other legal representatives.

*[Signature Page Follows]*





# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of LA }

On 6 MAR 19 before me, R. MENDO-COLE, NOTARY PUBLIC  
(Here insert name and title of the officer)

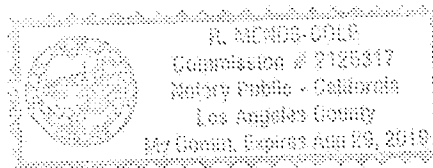
personally appeared DAYNA FRANK,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

R. Mendocole  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

#### DESCRIPTION OF THE ATTACHED DOCUMENT

TRADE MARK ASSIGNMENT  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 6 Mar 19

#### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.