

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM525569

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FM Acquisition Corp., d/b/a Content that Works		03/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Content that Works, LLC		
Street Address:	134 Columbus Street		
City:	Charleston		
State/Country:	SOUTH CAROLINA		
Postal Code:	29403		
Entity Type:	Limited Liability Company: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4374892	BRIDES 365	
Registration Number:	4777886	ENNOUNCED	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8437203747		
Email:	efenno@fennolaw.com, tgeel@fennolaw.com		
Correspondent Name:	Edward T. Fenno, Esq.		
Address Line 1:	1459 Stuart Engals Blvd., Suite 202		
Address Line 4:	Mount Pleasant, SOUTH CAROLINA 29464		
NAME OF SUBMITTER:	Edward T. Fenno		
SIGNATURE:	/Edward T. Fenno/		
DATE SIGNED:	05/30/2019		
Total Attachments: 6			
source=EVE003-29 & EVE003-30 Corrected Assignment from FM Acquisition Corp to Content that Works#page1.tif			
source=EVE003-29 & EVE003-30 Corrected Assignment from FM Acquisition Corp to Content that Works#page2.tif			
source=EVE003-29 & EVE003-30 Corrected Assignment from FM Acquisition Corp to Content that			

OP \$65.00 4374892

Works#page3.tif

source=EVE003-29 & EVE003-30 Corrected Assignment from FM Acquisition Corp to Content that

Works#page4.tif

source=EVE003-29 & EVE003-30 Corrected Assignment from FM Acquisition Corp to Content that

Works#page5.tif

source=EVE003-29 & EVE003-30 Corrected Assignment from FM Acquisition Corp to Content that

Works#page6.tif

EF 4/3/2018

Deleware

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is entered into as of March 31, 2016, by and between FM Acquisition Corp., d/b/a Content That Works, an Illinois corporation ("Seller"), and Content that Works, LLC, a South Carolina limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of March 31, 2016 (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

RECITALS:

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Attachment A hereto and all issuances, extensions and renewals thereof;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment

upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary or desirable to effect, evidence or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. **Terms of the Purchase Agreement.** The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. **Binding Assignment.** This Trademark Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Trademark Assignment.

5. **No Amendment.** This Trademark Assignment may not be amended, modified or supplemented, except by an instrument in writing signed by, or on behalf of, the parties.

6. **Governing Law.** This Trademark Assignment shall be governed by, and construed in accordance with, the laws of the State of South Carolina applicable to contracts executed in and to be performed in that state without giving effect without regard to conflicts-of-laws principles thereof.

7. **Severability.** If any provision of this Trademark Assignment shall be deemed invalid or unenforceable by any court of competent jurisdiction, then such portion shall be deemed severed, and the remainder thereof shall be enforceable in accordance with its terms.

8. **Counterparts; Execution by Facsimile.** This Trademark Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. The reproduction of signatures by means of facsimile device or electronic scanning shall be treated as though such reproductions are executed originals.

[Signature page(s) to follow.]

IN WITNESS WHEREOF, each party hereto has executed or caused this Trademark Assignment Agreement to be executed in its name by an authorized officer on the day and year first above written.

SELLER:

FM ACQUISITION CORP., d/b/a Content That Works

By: 

Name: Paul A. Camp

Title: Secretary & CEO

BUYER:

CONTENT THAT WORKS, LLC

By: _____

Name: John Bartwell

Title: Vice President

IN WITNESS WHEREOF, each party hereto has executed or caused this Trademark Assignment Agreement to be executed in its name by an authorized officer on the day and year first above written.

SELLER:

FM ACQUISITION CORP., d/b/a Content That Works

By: _____
Name:
Title:

BUYER:

CONTENT THAT WORKS, LLC

By: 
Name: John Barnwell
Title: Vice President

ATTACHMENT A

ASSIGNED TRADEMARKS

<u>Registration Number</u>	<u>Mark</u>	<u>Country of Registration</u>
TMA921,697	BRIDES 365	CANADA
4,374,892	BRIDES 365	U.S.A
4,068,163	iNeedaGreatStory	U.S.A
4,777,886	ENNOUNCED	U.S.A

Unregistered trade names and worldwide copyrights in all content included in each of following proprietary publications of Seller, to the extent Seller has such a right:

WheelDeals
Body and More
ContentDirect
Real Estate Weekly
JobWeek
Homestyle Weekly
Bridal Weekly
Body & More Weekly
Kid Scoop
Super Couponing Tips
Super Couponing Lessons
Homestyle
Star Wars: Episode 7 The Force Awakens Preview
SAVE
Retirement Guide
Kids Scoop: My Kid Scoop
Moms, Dads and Grads
Life Planning Guide
Kid Scoop: Camp Kidscoop
Kid Scoop: Special
Kid Scoop News
Holiday: Gift Guide
Holiday: Entertaining
Holiday: Tech Gift Guide
Holiday: Decorating
New Car Guide
Car Care Guide
Bridal Planner
Bride's Guide

Surviving Breast Cancer
Alzheimers Brain Health
Disaster Preparedness Guide
Heart Health
Homebuyers Guide
Holiday Celebrations Online
Kid Scoop E-Edition