

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531023

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
F+W MEDIA, INC.		07/03/2019	Corporation: DELAWARE
F+W SUBSCRIPTION SERVICES, LLC		07/03/2019	Limited Liability Company: DELAWARE
F+W TRADE SHOW & EVENTS, LLC		07/03/2019	Limited Liability Company: DELAWARE
F+W OH ECOMMERCE, LLC		07/03/2019	Limited Liability Company: DELAWARE
FORMER QUILTING, INC.		07/03/2019	Corporation: DELAWARE
F+W NH E-COMMERCE, LLC		07/03/2019	Limited Liability Company:
THE WRITER'S STORE, INC.		07/03/2019	Corporation: CALIFORNIA
F&W MEDIA INTERNATIONAL LIMITED		07/03/2019	Limited Corporation: UNITED KINGDOM

**RECEIVING PARTY DATA**

<b>Name:</b>	AAS SKY PUBLISHING, LLC
<b>Street Address:</b>	1667 K St, NW
<b>Internal Address:</b>	Suite 800
<b>City:</b>	Washington
<b>State/Country:</b>	D.C.
<b>Postal Code:</b>	20006
<b>Entity Type:</b>	Limited Liability Company: D.C.

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
<b>Registration Number:</b>	2943440	BEAUTIFUL UNIVERSE
<b>Registration Number:</b>	1226650	ESSCO
<b>Registration Number:</b>	1967170	SKY & TELESCOPE
<b>Registration Number:</b>	2561652	SKY & TELESCOPE
<b>Registration Number:</b>	4661001	SKY & TELESCOPE
<b>Registration Number:</b>	2118486	SKY WATCH
<b>Registration Number:</b>	2684513	SKYANDTELESCOPE.COM
<b>Registration Number:</b>	4601112	SKYWEEK
<b>Registration Number:</b>	1803246	SKY & TELESCOPE

**TRADEMARK**

Property Type	Number	Word Mark
Registration Number:	2558586	SKY & TELESCOPE
Registration Number:	4661000	SKY & TELESCOPE
Registration Number:	1804467	SKY & TELESCOPE
Registration Number:	1804470	SKY & TELESCOPE

**CORRESPONDENCE DATA**

Fax Number: 2024293902  
*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.*  
Phone: 202-429-3000  
Email: ipdocketing@steptoe.com  
Correspondent Name: Rachel M. Hofstatter  
Address Line 1: 1330 Connecticut Avenue, NW  
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	10296.0032
NAME OF SUBMITTER:	Rachel M. Hofstatter
SIGNATURE:	/Rachel M. Hofstatter/
DATE SIGNED:	07/09/2019

**Total Attachments: 8**  
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 3<sup>rd</sup> day of July, 2019, by and among F+W MEDIA, INC. ("F+W Media"), F+W SUBSCRIPTION SERVICES, LLC, F+W TRADE SHOW & EVENTS, LLC, F+W OH E-COMMERCE, LLC, FORMER QUILTING, INC., F+W NH E-COMMERCE, LLC, THE WRITER'S STORE, INC., and F&W MEDIA INTERNATIONAL LIMITED (collectively, the "Assignors") and AAS SKY PUBLISHING, LLC ("Assignee"), a District of Columbia limited liability company. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignors and American Astronomical Society, parent company of Assignee, have executed and delivered an Asset Purchase Agreement, dated as of June 13, 2019 (the "Asset Purchase Agreement"), pursuant to which Assignee will purchase the Acquired Assets of Assignors, including Intellectual Property Assets and associated goodwill, which includes the United States registered trademarks and common law trademarks listed on Schedule A hereto (the "Transferred Marks") and the goodwill associated therewith.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignors hereby sell, convey, transfer, assign, and deliver to Assignee all right, title, and interest of Assignors in and to the Transferred Marks, together with the goodwill of the business in connection with which the Transferred Marks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made, together with all income, royalties, or payments due or payable after the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors or assigns, and any other rights, privileges, claims, and causes of action relating or pertaining to the Transferred Marks, free and clear of all security interests, mortgages, liens, pledges, conditional sales or lease agreements, charges, claims or encumbrances.

2. Further Assurances. Assignors shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Transferred Marks, and shall not enter into any agreement in conflict with this Agreement.

3. No Use of Transferred Marks by Assignors. Assignors, for themselves and on behalf of Assignors' respective successors and assigns, covenant not to use, apply for, or register any of the Transferred Marks or use, apply for, or register any simulation or variation of the Transferred Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Transferred Marks, for any purpose in the world.

4. No Third Party Beneficiaries. This Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies hereunder.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed and original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic submission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required.

6. Governing Law.

(a) This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN THE BANKRUPTCY COURT AND, TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE OR DOES NOT ACCEPT JURISDICTION TO ADJUDICATE SUCH MATTER MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN NEW CASTLE COUNTY, STATE OF DELAWARE. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED

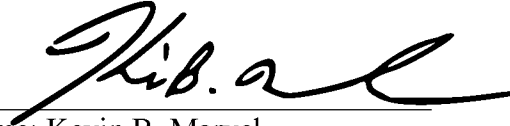
TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL  
WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(c).

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

**ASSIGNEE:**

AAS SKY PUBLISHING, LLC

By: 

Name: Kevin B. Marvel

Title: Manager

**ASSIGNORS**

F+W MEDIA, INC.

By: \_\_\_\_\_

Name: Gregory J. Osberg

Title: Chief Executive Officer

F+W SUBSCRIPTION SERVICES, LLC

By: \_\_\_\_\_

Name: Gregory J. Osberg

Title: Chief Executive Officer

F+W TRADE SHOW & EVENTS, LLC

By: \_\_\_\_\_

Name: Gregory J. Osberg

Title: Chief Executive Officer

F+W OH E-COMMERCE, LLC

By: \_\_\_\_\_

Name: Gregory J. Osberg

Title: Chief Executive Officer

FORMER QUILTING, INC.

By: \_\_\_\_\_

Name: Gregory J. Osberg

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

**ASSIGNEE:**

AAS SKY PUBLISHING, LLC

By: \_\_\_\_\_  
Name: Kevin B. Marvel  
Title: Manager

**ASSIGNORS**

F+W MEDIA, INC.  
By: \_\_\_\_\_  
Name: Gregory J. Osberg  
Title: Chief Executive Officer


F+W SUBSCRIPTION SERVICES, LLC  
By: \_\_\_\_\_  
Name: Gregory J. Osberg  
Title: Chief Executive Officer

F+W TRADE SHOW & EVENTS, LLC  
By: \_\_\_\_\_  
Name: Gregory J. Osberg  
Title: Chief Executive Officer

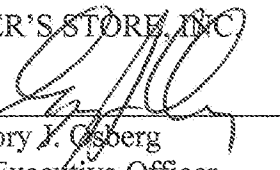
F+W OH E-COMMERCE, LLC  
By: \_\_\_\_\_  
Name: Gregory J. Osberg  
Title: Chief Executive Officer

FORMER QUILTING, INC.  
By: \_\_\_\_\_  
Name: Gregory J. Osberg  
Title: Chief Executive Officer

F+W NH E-COMMERCE, LLC

By:   
Name: Gregory J. Osberg  
Title: Chief Executive Officer

THE WRITER'S STORE, INC

By:   
Name: Gregory J. Osberg  
Title: Chief Executive Officer

F&W MEDIA INTERNATIONAL LIMITED

By:   
Name: Gregory J. Osberg  
Title: Chief Executive Officer



## SCHEDULE A

### Transferred Trademarks

Case/Matter No.	Mark Name	Country	Status	Current Owner	Appl'n Number	Reg'n No.	Classes	Substatus	Goods
FWMED 347	BEAUTIFUL UNIVERSE	United States	Reg'd	F+W Media, Inc.	76/560,860	2,943,440	16		Publications and printed matter, namely, magazines in the field of astronomy and related subjects
FWMED 348	ESSCO	United States	Reg'd	F+W Media, Inc.	73/356,625	1,226,650	16		Publications and Printed Matter-Namely, Magazines and Charts Dealing with Astronomy
FWMED 352	NIGHT SKY	Canada	Reg'd	Sky & Telescope Media, LLC	1204763	655988	16, 41		Magazines dealing with astronomy, telescopes and related technology % Providing an online magazine and online magazine columns dealing with astronomy, telescopes and related technology
FWMED 366	SKY & TELESCOPE	Australia	Reg'd	Sky & Telescope Media, LLC	878,759	878,759	42	Abandoned	Information services in the fields of astronomy and related science subjects, including providing information in the field of astronomy and related subjects to the public by computers and electronic means, and via interactive online news and information services
IFWMED 379	SKY & TELESCOPE	Brazil	Reg'd	Sky & Telescope Media, LLC	826,211,933	826,211,933	16	Abandoned	Magazines dealing with astronomy, telescopes, and related technology
FWMED 364	SKY & TELESCOPE	Canada	Reg'd	Sky & Telescope Media, LLC	1106625	618,756	42	Abandoned	Information services, namely providing information in the field of astronomy and related subjects to the public by computers, electronic means, and via the Internet
FWMED 350	SKY & TELESCOPE & Design	United States	Reg'd	F+W Media, Inc.	74/365,034	1,967,170	25		clothing; namely, sweatshirts
FWMED 355	SKY & TELESCOPE & Design	United States	Reg'd	F+W Media, Inc.	76/238,671	2,561,652	42		Information services, namely, providing information in the field of astronomy and related subjects to the public by computers, electronic means, and via the Internet
FWMED 389	SKY & TELESCOPE (stylized and/or with design)	United States	Reg'd	F+W Media, Inc.	86/186,784	4,661,001	9		Prerecorded digital media, namely, CDs and DVDs; downloadable magazines; downloadable software in the nature of applications for tablets; e-books; all of the foregoing dealing with astronomy and related subjects
FWMED 373	SKY WATCH	United States	Reg'd	F+W Media, Inc.	75/147,511	2,118,486	16		magazine devoted to astronomy and related topics

FWMED 374	SKYANDTE LESCOPE, C OM	United States	Reg'd	F+W Media, Inc.	76/238,669	2,684,513	42		Information services, namely, providing information in the field of astronomy and related subjects to the public by computers, electronic means, and via the Internet
FWMED 390	SKYWEEK	United States	Reg'd	F+W Media, Inc.	86/188,125	4,601,112	9,41		Downloadable software for mobile phones and tablets in the field of astronomy and related subjects % Educational and entertainment services, namely, a continuing interstitial program about astronomy and related subjects accessible via television and global computer networks
FWMED 371	SKY & TELESCOPE	Canada	Reg'd	Sky & Telescope Media, LLC	1056545	619,707	16	Abandoned	Publications and printed matter, namely magazines, books, maps, charts, revolving circular charts, posters, photographic prints, atlas, almanacs, in the field of astronomy and related subjects; celestial globes, calendars, note cards, binders for magazines
FWMED	SKY & TELESCOPE	United States	Reg'd	F+W Media, Inc.	74/367,008	1,803,246	16		publications and printed matter, namely, magazines, books, maps, charts, revolving circular charts, posters, photographic prints, atlas, almanacs, in the field of astronomy and related subjects; celestial globes, calendars, note cards, bumper stickers, binders for magazines
FWMED 368	SKY & TELESCOPE	United States	Reg'd	F+W Media, Inc.	76/238,670	2,558,586	42		Information services, namely, providing information in the field of astronomy and related subjects to the public by computers, electronic means, and via the Internet
FWMED 388	SKY & TELESCOPE	United States	Reg'd	F+W Media, Inc.	86/186,141	4,661,000	9		Prerecorded digital media, namely, CDs and DVDs; downloadable magazines; downloadable software in the nature of applications for tablets; e-books; all of the foregoing dealing with astronomy and related subjects
FWMED 356	SKY & TELESCOPE & Design	United States	Reg'd	F+W Media, Inc.	74/367,054	1,804,467	16		publications and printed matter, namely, magazines, books, maps, charts, revolving circular charts, atlas, almanacs, in the field of astronomy and related subjects; celestial globes
FWMED 357	SKY & TELESCOPE & Design	United States	Regist ered	F+W Media, Inc.	74/367,085	1,804,470	16		publications and printed matter, namely, magazines, books, maps, charts, revolving circular charts, atlas, almanacs, in the field of astronomy and related subjects; celestial globes

TRADEMARK

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RECORDED: 07/09/2019