

900504759 07/01/2019

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530000

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Journal Group, LLC	National Journal Group, Inc.	12/31/2016	Limited Liability Company DELAWARE
RECEIVING PARTY DATA			
Name:	Government Executive Media Group, LLC		
Doing Business As:			
Street Address:	600 New Hampshire Ave NW		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20037		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4522839	DEFENSE ONE	
Registration Number:	4423216	DEFENSE ONE	
Registration Number:	4569471	DEFENSE ONE	
Registration Number:	0878700	GOVERNMENT EXECUTIVE	
Registration Number:	3936225	GOVERNMENT EXECUTIVE	
Registration Number:	3549293	NEXTGOV	
Registration Number:	4961106	ROUTE FIFTY	
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:	2022667756		
Email:	aprevatt@atlanticmedia.com		
Correspondent Name:	Allison E Prevatt		
Address Line 1:	600 New Hampshire Ave NW		
Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C. 20037		
NAME OF SUBMITTER:	Allison E. Prevatt		
SIGNATURE:	/Allison E. Prevatt/		

DATE SIGNED:	07/01/2019
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Total Attachments: 8

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- source=Contribution Agreement - Government Executive Media Group LLC#page2.tif
- source=Contribution Agreement - Government Executive Media Group LLC#page3.tif
- source=Contribution Agreement - Government Executive Media Group LLC#page4.tif
- source=Contribution Agreement - Government Executive Media Group LLC#page5.tif
- source=Assignment and Assumption Agreement - Government Executive Media Group LLC#page1.tif
- source=Assignment and Assumption Agreement - Government Executive Media Group LLC#page2.tif
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CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "*Agreement*") is made and entered into this 31st day of December, 2016, by and between National Journal Group LLC, a Delaware limited liability company ("*NJG*"), Government Executive Media Group LLC, a Delaware limited liability company ("*GEMG*") and Atlantic Media, Inc., a Delaware corporation ("*Atlantic Media*").

WHEREAS, NJG owns all of the assets set forth on Schedule I (the "*Assets*") related to the GEMG editorial division of NJG (the "*Applicable Business*");

WHEREAS, NJG desires to distribute the Assets to Atlantic Media, its sole stockholder, which Atlantic Media shall subsequently contribute to GEMG, its direct wholly-owned subsidiary (collectively, the "*Distribution*");

WHEREAS, pursuant to, and in furtherance of, the Distribution, NJG desires to assign to GEMG all of NJG's right, title and interest in and to the Assets; and

WHEREAS, GEMG desires to accept the assignment of the Assets.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises set forth herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Recitals.** The foregoing recitals are hereby incorporated herein by this reference.
- 2. Contribution.** Pursuant to, and in furtherance of, the Distribution, NJG hereby assigns to GEMG all of the right, title and interest which NJG owns or possesses or to which NJG is otherwise entitled in and to the Assets. Such assignment shall be deemed to occur, and shall be effective for all purposes, as of 11:59 pm on the date hereof (the "*Closing Date*").
- 3. Acceptance of Assets.** GEMG hereby accepts the assignment of the Assets, and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, covenants and agreements, and to pay and discharge all of the liabilities of NJG to be observed, performed, paid or discharged from and after the date hereof, in connection with the Assets, all in accordance with the terms and conditions of this Agreement.
- 4. Deliveries.** In connection with the transactions contemplated by this Agreement, NJG shall deliver, or shall cause to be delivered, to GEMG (i) all of the tangible Assets set forth on Schedule I; (ii) a bill of sale in form and substance satisfactory to GEMG and executed by NJG, transferring the Assets to GEMG; and (iii) an Assignment and Assumption Agreement in form and substance satisfactory to GEMG and executed by NJG, effecting the assignment to and assumption by GEMG of the Assets.

5. Non-Assignable Assets.

(a) Notwithstanding anything to the contrary in this Agreement, and subject to the provisions of this Section 5, to the extent that the sale, assignment, transfer, conveyance or delivery, or attempted sale, assignment, transfer, conveyance or delivery, to GEMG of any Asset would result in a violation of applicable law, or would require the consent, authorization, approval or waiver of a person who is not a party to this Agreement or an affiliate of a party to this Agreement (including any governmental authority), and such consent, authorization, approval or waiver shall not have been obtained prior to the Closing, this Agreement shall not constitute a sale, assignment, transfer, conveyance or delivery, or an attempted sale, assignment, transfer, conveyance or delivery, thereof. Following the Closing Date, NJG and GEMG shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent, authorization, approval or waiver, or any release, substitution or amendment required to novate all liabilities and obligations under any and all Assets or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, GEMG shall be solely responsible for such liabilities and obligations from and after the Closing Date; provided, however, that neither NJG nor GEMG shall be required to pay any consideration therefor. Once such consent, authorization, approval, waiver, release, substitution or amendment is obtained, NJG shall assign, transfer, convey and deliver to GEMG the relevant Asset to which such consent, authorization, approval, waiver, release, substitution or amendment relates for no additional consideration.

(b) To the extent that any Asset cannot be transferred to GEMG following the Closing Date pursuant to this Section 5, NJG and GEMG shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable law, operational equivalent of the transfer of such Assets to GEMG as of the Closing Date and the performance by GEMG of its obligations with respect thereto. GEMG shall, as agent or subcontractor for NJG pay, perform and discharge fully the liabilities and obligations of NJG thereunder from and after the Closing Date. To the extent permitted under applicable law, NJG shall, at GEMG's expense, hold in trust for and pay to GEMG promptly upon receipt thereof, such Asset and all income, proceeds and other monies received by NJG to the extent related to such Asset in connection with the arrangements under this Section 5.

6. Further Assurances. The parties shall execute and deliver, or shall cause to be executed and delivered, such other instruments, documents and agreements and take any and all such other actions and deliver such further assurances as are reasonably necessary to evidence or effect the transactions contemplated by this Agreement.

7. Construction. This Agreement (a) shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, legal representatives and assigns; (b) shall not be altered, amended, modified, terminated or discharged orally and no revisions hereof shall be effective except by an instrument in writing signed by each of NJG and GEMG; (c) may be executed in one or more counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the

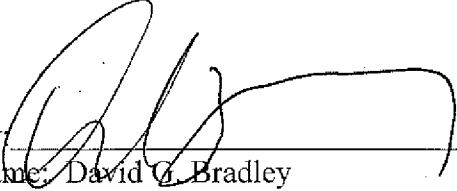
same document; and (d) may be executed by facsimile, and shall be binding upon any party who or which so executes.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its rules regarding conflicts of law.

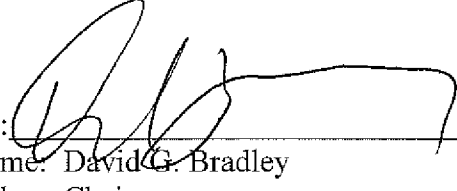
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IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement as of the day and year first above written.

NATIONAL JOURNAL GROUP LLC

By: 
Name: David G. Bradley
Title: Chairman

GOVERNMENT EXECUTIVE MEDIA GROUP LLC

By: 
Name: David G. Bradley
Title: Chairman

ATLANTIC MEDIA, INC.

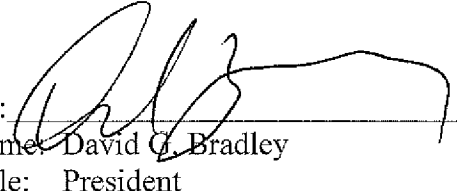
By: 
Name: David G. Bradley
Title: President

Exhibit I

ASSETS

- All trademarks, service marks and copyrights with respect to the Applicable Business.
- The user base of the Applicable Business, including any and all user information, preferences and data with respect thereto.
- All software and other programming code developed for the Applicable Business.
- Domain registrations and other intellectual property and associated goodwill relating to the Applicable Business.
- All concepts, strategies, and business ideas developed, created and/or deployed for the Applicable Business.
- All data and other information generated for the Applicable Business (including all content or material displayed or used therein).
- Any other intangible asset or right currently used solely and directly in connection with the Applicable Business.
- All rights under contracts and agreements primarily relating to the Applicable Business, including advertising contracts and grants to support the Applicable Business's journalism, including freelance and independent contractor agreements to run content on the Applicable Business platform.
- The Applicable Business archives consisting of content published on the Applicable Business platform.

Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "**Agreement**"), effective as of December 31, 2016 (the "**Effective Date**"), is by and between National Journal Group LLC, a Delaware limited liability company ("**NJG**"), and Government Executive Media Group LLC, a Delaware limited liability company ("**GEMG**").

WHEREAS, NJG and GEMG have entered into a certain Contribution Agreement, dated as of the date hereof (the "**Contribution Agreement**"), pursuant to which, among other things, NJG has agreed to assign all of its rights, title and interests in, and GEMG has agreed to assume all of NJG's duties and obligations under, the contracts included in the Assets (as defined in the Contribution Agreement) (the "**Assigned Contracts**").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Contribution Agreement.
2. Assignment and Assumption. NJG hereby assigns, grants, conveys and transfers to GEMG all of NJG's right, title and interest in and to the Assigned Contracts. GEMG hereby accepts such assignment and assumes all of NJG's duties and obligations under the Assigned Contracts and agrees to pay, perform and discharge, as and when due, all of the obligations of NJG under the Assigned Contracts accruing on and after the Effective Date.
3. Terms of the Contribution Agreement. The terms of the Contribution Agreement are incorporated herein by this reference. The parties hereto acknowledge and agree that the provisions contained in the Contribution 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 Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall govern.
4. Governing Law. This Agreement shall 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.
5. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other

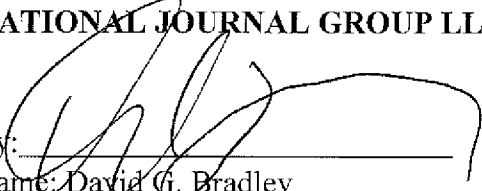
means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

NATIONAL JOURNAL GROUP LLC

By: 
Name: David G. Bradley
Title: Chairman and Treasurer

GOVERNMENT EXECUTIVE MEDIA GROUP LLC

By: 
Name: David G. Bradley
Title: President