

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM534574

<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>
CMG COMMERCE, LLC		07/02/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GATEHOUSE MEDIA GEORGIA HOLDINGS, INC.		
<b>Street Address:</b>	175 Sully's Trail		
<b>City:</b>	Pittsford		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14534		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5371468	SOUTHERN KITCHEN	
<b>Serial Number:</b>	87278231	SK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165669711		
<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>	2165669700		
<b>Email:</b>	75628@rankinhill.com		
<b>Correspondent Name:</b>	Randolph E. Digges, III		
<b>Address Line 1:</b>	P.O. Box 1150		
<b>Address Line 4:</b>	Bonita Springs, FLORIDA 34133-1150		
<b>NAME OF SUBMITTER:</b>	Randolph E. Digges, III		
<b>SIGNATURE:</b>	/Randolph E. Digges, III/		
<b>DATE SIGNED:</b>	07/31/2019		
<b>Total Attachments: 5</b>			
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OP \$65.00 5371468



## ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY

This ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY (this "Assignment"), dated as of July 2, 2018, is entered into by and between CMG Commerce, LLC, a Delaware limited liability company ("Assignor"), and GateHouse Media Georgia Holdings, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, this Assignment is made and delivered pursuant to that certain Asset Purchase Agreement dated as of July 2, 2018 by and between Assignor and Assignee (the "Purchase Agreement"); and

**WHEREAS**, subject to the terms and conditions set forth in the Purchase Agreement, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee all of Assignor's right, title and interest in, to and under the Business Intellectual Property free of all Liens other than Permitted Liens, and Assignee has agreed to accept such assignment.

**NOW, THEREFORE**, pursuant to the terms and conditions of the Purchase Agreement and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Defined Terms. Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Purchase Agreement.
2. Assignment. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in and to the Business Intellectual Property, including goodwill associated therewith, the same to be held and enjoyed by Assignee to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made, free of all Liens other than Permitted Liens. Assignee hereby accepts the assignment.
3. The Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, expand, enlarge or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.
4. Further Assurances. Each of Assignee and Assignor agrees to use its commercially reasonable efforts to take or cause to be taken such further action, to execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments, and to obtain such consents, as may be necessary or as may be reasonably requested in order to effectuate fully the purposes, terms and conditions of the Purchase Agreement.
5. Governing Law; Jurisdiction. The construction and performance of this Assignment shall be governed by, and construed in accordance with, the law of the State of Delaware without regard to its principles of conflict of law to the extent they would result in the

application of the laws of another jurisdiction. The exclusive forum for the resolution of any disputes arising hereunder or relating to or involving the matters of this Assignment shall be the Chancery Court of the State of Delaware (the "Chosen Courts"), and each party waives any objection to the laying of venue of any such dispute in such Chosen Courts and agrees not to plead or claim in any Chosen Court that any such litigation brought therein has been brought in any inconvenient forum. Each party agrees not to bring any action or proceeding arising out of or relating to this Assignment in any other court.

6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. None of the parties may assign their rights under this Assignment without the other parties' prior written consent.

7. Counterparts. This Assignment may be executed in two or more counterparts, which together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, .pdf or electronic mail intended to preserve the original graphic and pictorial appearance of the signature shall be effective as delivery of a manually executed original counterpart of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

CMG COMMERCE, LLC

By: Brett Fennell

Name: Brett Fennell

Title: Executive Vice President

Sworn to before me this

29<sup>th</sup> day of June, 2018

[Signature]

Notary Public

Notary Public, DeKalb County, Georgia  
My Commission Expires January 30, 2020

*[Signatures continue on the following page]*

*[Signature Page to Assignment of Business Intellectual Property]*

**TRADEMARK**

**REEL: 006708 FRAME: 0907**

*[Signatures continued from the previous page]*

ACKNOWLEDGED AND ACCEPTED  
as of the date first written above.

ASSIGNEE

GATEHOUSE MEDIA GEORGIA HOLDINGS,  
INC.

By: *Mark Marling*  
Name: Mark Marling  
Title: V.P. & Treasurer

Sworn to before me this  
2 day of July, 2018

*Rachel N. Milfello*  
Notary Public



Rachel N. Milfello  
Notary Public, State of New York  
Qualified in Monroe County  
Commission Expires May 27, 2020  
No. 01MI6187713

*[Signature Page to Assignment of Business Intellectual Property]*

**TRADEMARK**  
**REEL: 006708 FRAME: 0908**

**Schedule 3.11  
Business Intellectual Property**

1. Trademarks:

Mark	Registration or Serial Number	Registrant
	US TM Reg. No. 5371468	CMG Commerce, LLC
	US TM Serial No. 87278231	CMG Commerce, LLC

2. Domain Names:

[Southernkitchen.com](http://Southernkitchen.com)  
[SouthKitch.com](http://SouthKitch.com)  
[SavingSouthernRecipes.com](http://SavingSouthernRecipes.com)  
[SavingSouthernRecipes.org](http://SavingSouthernRecipes.org)  
[EntertainSouthern.com](http://EntertainSouthern.com)

3. Social Media Accounts:

<https://www.facebook.com/SouthernKitchen/>  
<https://twitter.com/southkitch>  
<https://www.instagram.com/southkitch/>  
<https://www.youtube.com/SouthernKitchenVideos>  
<https://www.pinterest.com/southkitch/>