

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM537080

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wildsam LLC		08/15/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Arcadia Publishing, Inc.		
Street Address:	420 Wando Park Blvd.		
City:	Mount Pleasant		
State/Country:	SOUTH CAROLINA		
Postal Code:	29464		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88460506	WILDSAM	
CORRESPONDENCE DATA			
Fax Number:	2124512222		
<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:	212.451.2300		
Email:	mgrieco@olshanlaw.com		
Correspondent Name:	Olshan Frome Wolosky LLP		
Address Line 1:	1325 Avenue of the Americas		
Address Line 2:	Attn: Mary L. Grieco		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Mary L. Grieco		
SIGNATURE:	/mary grieco/		
DATE SIGNED:	08/19/2019		
Total Attachments: 5			
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TRADEMARK, COPYRIGHT, ACCOMPANYING REGISTRATIONS, AND GOODWILL ASSIGNMENT AGREEMENT

This Trademark, Copyright, Accompanying Registrations, and Goodwill Assignment Agreement (this “**Assignment**”) is entered into as of August 13, 2019 (the “**Effective Date**”), by and between Wildsam LLC, a Texas limited liability company with an address at 2217 Lindell Ave., Austin, TX 78704 (the “**Assignor**”), and Arcadia Publishing, Inc., a South Carolina corporation with offices at 420 Wando Park Blvd., Mount Pleasant, SC 29464 (the “**Assignee**”), in accordance with the terms of that certain Asset Purchase Agreement, dated as of August 13, 2019, by and between Assignor, Assignee and Taylor Bruce (the “**Asset Purchase Agreement**”). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed in the Asset Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor’s worldwide rights, title and interest in and to the trademarks (the “**Marks**”) and copyrights (the “**Copyrights**”) listed on Exhibit A attached hereto, the application and registrations therefor, any issuances, renewals or extensions of such registrations, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks and/or Copyrights are used and which are symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Asset Purchase Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Asset Purchase Agreement, and with respect to matters addressed in the Asset Purchase Agreement, but not addressed herein, the parties hereto agree that the terms of the Asset Purchase Agreement shall control.

Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

- (a) All required filings and fees related to the Marks and Copyrights have been filed with and paid to the United States Patent and Trademark Office and United States Copyrights Office (as applicable) and other relevant governmental authorities and authorized registrars, and Assignor is not aware of any fact or circumstance which would prevent the Marks or Copyrights from being registered and in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence

and other materials related to all such trademark registrations and copyright registration and the applications related thereto;

- (b) Assignor owns all right, title and interest in and to the Marks and Copyrights, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Marks and Copyrights and Assignor's ownership and use thereof;
- (c) To Assignor's knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Marks and/or Copyrights. The Marks and Copyrights are not subject to any claims of infringement, cancellation action or other challenge; and
- (d) Assignor has provided Assignee with true and complete copies of all licenses related to the Marks and Copyrights, if applicable. All such licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of such licenses.
- (e) The Marks and Copyrights are not subject to any judgement or co-existence, settlement, or other agreement that imposes any restrictions on how the Marks or Copyrights may be used or displayed.

Assignor agrees to execute and deliver at the request of Assignee, and at Assignee's sole cost and expense, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the Marks and Copyrights and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have cause this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

WILDSAM LLC,
a Texas limited liability company

By: [Signature]
Name: Taylor Bruce
Title:

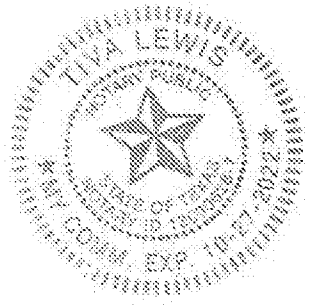
State of Texas)
County of Travis }

Before me, Tiva Lewis, a Notary Public in and for the County and State aforesaid, personally appeared Taylor Bruce, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be owner (or other officer authorized to execute the instrument) of Wildsam LLC, the within named Assignor, and that he, as such officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his capacity as owner.

Witness my hand and seal, at office in Austin, TX, this 13th day of August, 2019.

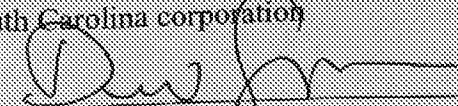
[Signature]
Notary Public

My Commission Expires: 10/27/2022



ASSIGNEE:

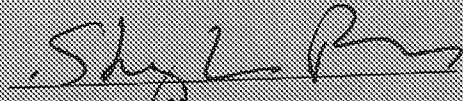
ARCADIA PUBLISHING, INC.,
a South Carolina corporation

By: 
Name: David Steinberger
Title: Chief Executive Officer

State of New York)
County of New York)

Before me, Sheng Pan, a Notary Public in and for the County and State aforesaid, personally appeared David Steinberger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Chief Executive Officer (or other officer authorized to execute the instrument) of Arcadia Publishing, Inc., the within named Assignee, and that he, as such officer of the Assignee, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignee in his capacity as Chief Executive Officer.

Witness my hand and seal, at office in 71 W 23rd St NY, NY 10011 this 15 day of August, 2019.


Notary Public

My Commission Expires: 4/8/2023

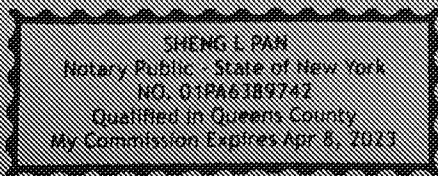


EXHIBIT A

Trademarks

MARK	STATE/ COUNTRY/ JURISDICTION	SERIAL NO./ REGISTRATION NO.	CLASS	FILING DATE/ REGISTRATION DATE	GOODS/ SERVICES
Wildsam	United States	88460506	Trademark	June 5, 2019	IC 016. US 002 005 022 023 029 037 038 050. G & S: Non-fiction books on a variety of topics. FIRST USE: 20121001. FIRST USE IN COMMERCE: 20121001

Copyrights

TITLE	STATE/ COUNTRY/ JURISDICTION	CASE NO.	APPLICATION DATE
Wildsam Field Guides: Austin	United States	1-7737842781	May 29, 2019
Wildsam Field Guides: Brooklyn	United States	1-7737842816	May 29, 2019
Wildsam Field Guides: Charleston	United States	1-7737842876	May 29, 2019
Wildsam Field Guides: Denver	United States	1-7737842913	May 29, 2019
Wildsam Field Guides: Detroit	United States	1-7737842989	May 29, 2019
Wildsam Field Guides: Los Angeles	United States	1-7737843026	May 29, 2019
Wildsam Field Guides: Nashville	United States	1-7738099287	May 29, 2019
Wildsam Field Guides: New Orleans	United States	1-7738099102	May 29, 2019
Wildsam Field Guides: San Antonio	United States	1-7738099139	May 29, 2019
Wildsam Field Guides: San Francisco	United States	1-7738099176	May 29, 2019
Wildsam Field Guides: American South	United States	1-7738099213	May 29, 2019
Wildsam Field Guides: Desert Southwest	United States	1-7738099250	May 29, 2019
Wildsam Field Guides: New England	United States	1-7738099287	May 29, 2019
Wildsam Field Guides: Barbecue in the South	United States	1-7738099325	May 29, 2019