

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM545087

<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>
PEAK MEDIA PROPERTIES LLC		08/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LONG THREAD MEDIA LLC		
<b>Street Address:</b>	311 S. College Ave.		
<b>City:</b>	Fort Collins		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80524		
<b>Entity Type:</b>	Limited Liability Company: COLORADO		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3221449	HANDWOVEN	
<b>Registration Number:</b>	1814924	PIECEWORK	
<b>Registration Number:</b>	3090053	SPIN-OFF	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128084155		
<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>	2127846939		
<b>Email:</b>	ip@sh-law.com		
<b>Correspondent Name:</b>	William R. Samuels		
<b>Address Line 1:</b>	3 Park Ave		
<b>Address Line 2:</b>	15TH floor		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>ATTORNEY DOCKET NUMBER:</b>	14555		
<b>NAME OF SUBMITTER:</b>	William R. Samuels		
<b>SIGNATURE:</b>	/William R. Samuels/		
<b>DATE SIGNED:</b>	10/14/2019		
<b>Total Attachments: 6</b>			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is made as of this 1<sup>st</sup> day of August, 2019, by and between PEAK MEDIA PROPERTIES LLC, a Delaware limited liability company (“Peak Media” or “Assignor”), and LONG THREAD MEDIA LLC, a Colorado limited liability company (“Assignee”). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee have executed and delivered an Asset Purchase Agreement, dated as of August 1, 2019 (the “Asset Purchase Agreement”), pursuant to which Assignee has agreed to purchase the Acquired Assets from Assignor, 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, including the historical trademark files.

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. Subject to the terms and conditions set forth in the Asset Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns, and delivers to Assignee all right, title, and interest of Assignor 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 that are or may be secured under the laws of the United States, now or hereafter in effect, 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 Assignor 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. Recordation. The parties authorize and request the Commissioner of Patents and Trademarks of the United States to record ownership of the Transferred Marks as the property of Assignee.

3. Further Assurances. Assignor shall, from time to time and for no further consideration, but at the cost and expense of Assignee for reasonable out-of-pocket expenses, timely execute and deliver any additional documents and perform such additional acts, and shall cause each of its affiliates to, timely execute and deliver any additional documents and perform such additional acts, necessary or reasonably requested by Assignee, 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.

4. No Use of Transferred Marks by Assignor. Assignor, for itself and on behalf of Assignor's respective successors and assigns, covenants not to use, apply for, or register any of the Transferred Marks or use, apply for, or register any 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 United States.

5. 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.

6. 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.

7. Governing Law.

(a) This Agreement shall be governed by and construed and enforced in accordance with, the Laws of the United States, with respect to trademark issues, and in all other respects, including as to validity, construction, effect, performance and remedies by 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

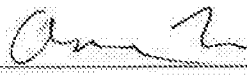
OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A 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 7(c).

[Signature page follows]

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

**ASSIGNEE:**

LONG THREAD MEDA LLC

By:   
Anne Merrow, Member

**ASSIGNOR:**

PEAK MEDIA PROPERTIES LLC

By: \_\_\_\_\_  
Name: Terence M. O'Toole  
Title: Chief Executive Officer

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


**ASSIGNEE:**

LONG THREAD MEDIA LLC

By: \_\_\_\_\_  
Anne Merrow, Member

**ASSIGNOR:**

PEAK MEDIA PROPERTIES LLC

By:  \_\_\_\_\_  
Name: Terence M. O'Toole  
Title: Chief Executive Officer

**SCHEDULE A**

1.	HANDWOVEN	F+W Media, Inc.	78/630,498	3,221,449	16	magazine and digital content about fiber arts
2.	PIECEWORK	F+W Media, Inc.	74/385,934	1,814,924	16	magazine about textile crafts
3.	SPIN-OFF	F+W Media, Inc.	78/630,600	3,090,053	16	magazine about fiber arts