

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM546937

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the typographical error in Receiving Party's name previously recorded on Reel 006713 Frame 0646. Assignor(s) hereby confirms the Assignment of the Entire Interest and the Goodwill.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pelican Publishing Company, Inc.		07/09/2019	Corporation: LOUISIANA

## RECEIVING PARTY DATA

<b>Name:</b>	Arcadia Publishing, Inc.
<b>Street Address:</b>	420 Wando Park Blvd.
<b>City:</b>	Mt. Pleasant
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29464
<b>Entity Type:</b>	Corporation: SOUTH CAROLINA

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	72363067	
Serial Number:	72363068	
Serial Number:	72363069	PELICAN
Serial Number:	73770172	THE MAVERICK GUIDE
Serial Number:	75823015	COMPLETE GUIDE TO AMERICAN BED AND BREAK
Serial Number:	76276711	FIREBIRD
Serial Number:	76276713	FIREBIRD PRESS
Serial Number:	76328619	GASTON
Serial Number:	76502046	LONE STAR PUBLISHING
Serial Number:	78571496	JACKSON SQUARE PRESS
Serial Number:	78572221	CAJUN NIGHT BEFORE CHRISTMAS
Serial Number:	78572291	CAJUN NIGHT BEFORE CHRISTMAS

## CORRESPONDENCE DATA

Fax Number: 8032559831

*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.*

CH \$315.00 72363067

**Phone:** 8037992000  
**Email:** meredith.ridley@nelsonmullins.com  
**Correspondent Name:** John C. McElwaine  
**Address Line 1:** 301 S. College Street  
**Address Line 2:** 23rd Floor, IP Department  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** John C. McElwaine

**SIGNATURE:** /John C. McElwaine/

**DATE SIGNED:** 10/28/2019

**Total Attachments: 12**

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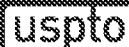
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Confirmation Receipt

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TRADEMARK ASSIGNMENT COVER SHEET			
Electronic Version v1.1 Stylesheet Version v1.2			
SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pelican Publishing Company, Inc.		07/09/2019	CORPORATION; LOUISIANA
RECEIVING PARTY DATA			
Name:	Pelican Publishing Company, Inc.		
Street Address:	4420 Wendle Park Blvd.		
City:	MOLLE, Missouri		
State/Country:	SOUTH CAROLINA		
Postal Code:	29454		
Entity Type:	Corporation; SOUTH CAROLINA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3135172	CAJUN NIGHT BEFORE CHRISTMAS	
Registration Number:	3055370	CAJUN NIGHT BEFORE CHRISTMAS	
Registration Number:	1419093	COMPLETE GUIDE TO AMERICAN BED AND BREAK	
Registration Number:	1642220	FIREBIRD	
Registration Number:	1634645	FIREBIRD PRESS	
Registration Number:	2652563	GASTON	
Registration Number:	3135188	JACKSON SQUARE PRESS	
Registration Number:	3032644	LONE STAR PUBLISHING	
Registration Number:	0913693	PELICAN	
Registration Number:	1550970	THE NAVERICK GUIDE	
Registration Number:	0906245		
Registration Number:	0906250		
CORRESPONDENCE DATA			
Fax Number:	8032559811		
Phone:	8037562790		
Email:	pelican@pelicanpublishing.com		
Correspondence will be sent to the e-mail address first. If that is unsuccessful, it will be sent using a fax number, if available; if that is unsuccessful, it will be sent via US Mail.			
Correspondent Name:	Pelican, Steven Faye & Staffborough LLP		
Address Line 1:	505 S. College Street		
Address Line 2:	Suite 2550, 1P Department		
Address Line 4:	Charlottesville, NORTH CAROLINA 28701		
DOMESTIC REPRESENTATIVE			
Name:	John C. McElwaine		
Address Line 1:			
Address Line 2:			
Address Line 3:			
Address Line 4:			
NAME OF SUBMITTER:	John C. McElwaine		
Signature:	/John C. McElwaine/		
Date:	08/06/2019		
Total Attachments: 7			
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RECEIPT INFORMATION			
ETAS ID:	TWS05511		
Receipt Date:	08/06/2019		
Fee Account:	SLS		

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
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ETAS ID: TM535512

<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
Pelican Publishing Company, Inc.		07/09/2019	Corporation: LOUISIANA

## RECEIVING PARTY DATA

<b>Name:</b>	Arcadia Publishing Company, Inc.
<b>Street Address:</b>	420 Wando Park Blvd.
<b>City:</b>	Mt. Pleasant
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29464
<b>Entity Type:</b>	Corporation: SOUTH CAROLINA

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3135172	CAJUN NIGHT BEFORE CHRISTMAS
Registration Number:	3055378	CAJUN NIGHT BEFORE CHRISTMAS
Registration Number:	2419003	COMPLETE GUIDE TO AMERICAN BED AND BREAK
Registration Number:	2642220	FIREBIRD
Registration Number:	2634649	FIREBIRD PRESS
Registration Number:	2662563	GASTON
Registration Number:	3135168	JACKSON SQUARE PRESS
Registration Number:	3032644	LONE STAR PUBLISHING
Registration Number:	0913693	PELICAN
Registration Number:	1550970	THE MAVERICK GUIDE
Registration Number:	0906249	
Registration Number:	0906250	

## CORRESPONDENCE DATA

Fax Number: 8032559831

*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: 8037992000

Email: meredith.ridley@nelsonmullins.com

Correspondent Name: Nelson Mullins Riley &amp; Scarborough LLP

TRADEMARK

REEL: 006781 FRAME: 0393

CH \$315.00 3135172

**TRADEMARK, ACCOMPANYING REGISTRATIONS,  
AND GOODWILL ASSIGNMENT AGREEMENT**

This Trademark, Accompanying Registrations, and Goodwill Assignment Agreement (this “**Assignment**”) is entered into as of July 24, 2019 (the “**Effective Date**”), by and between Pelican Publishing Company, Inc., a Louisiana corporation with offices at 1000 Burmaster Street, Gretna, LA 70053 (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 July 8, 2019 (the “**Asset Purchase Agreement**”), by and between Assignor and Lezen Acquisition LLC, a New York limited liability company (“**Lezen**”), as assigned by Lezen to Assignee pursuant to that Assignment and Assumption of Asset Purchase Agreement dated the date hereof. 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 listed on Exhibit A attached hereto (the “**Marks**”), 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 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 have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and the Marks are 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 applications;
- (b) Assignor owns all right, title and interest in and to the Marks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Marks 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. The Marks 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, 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 are not subject to any judgement or co-existence, settlement, or other agreement that imposes any restrictions on how the Marks 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 the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful 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 caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

**ASSIGNOR:**

PELICAN PUBLISHING COMPANY, INC.,  
a Louisiana corporation

By: Kathleen C. Nettleton

Name: Kathleen C. Nettleton

Title: President

State of Louisiana )

County of Jefferson )

Before me, David W. Birdsong a Notary Public in and for the County and State aforesaid, personally appeared Kathleen C. Nettleton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be President (or other officer authorized to execute the instrument) of Pelican Publishing Company, Inc. the within named Assignor, and that he/she, as such officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his/her capacity as President.

Witness my hand and seal, at office in Metairie, LA, this 9<sup>th</sup> day of July, 2017.

David W. Birdsong  
Notary Public

My Commission Expires: at death

**David W. Birdsong**  
Notary Public LA Bar # 01254  
State of Louisiana  
My Commission is for Life

ASSIGNEE:  
ARCADIA PUBLISHING, INC.  
a South Carolina corporation

By: [Signature]  
Name: David Steinberger  
Title: Chief Executive Officer

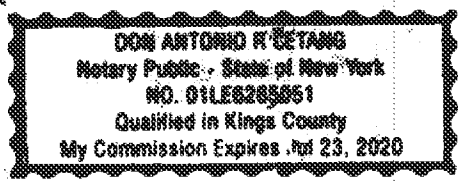
State of New York )  
County of New York )

Before me, DON ANTONIO LETANG 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/herself to be CEO (or other officer authorized to execute the instrument) of ARCADIA Publishing, INC., the within named Assignor, and that he/she, as such officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his/her capacity as CEO.

2019 Witness my hand and seal, at office in New York N.Y., this 25<sup>th</sup> day of OCTOBER.

My Commission Expires: 07-23-2020.


[Signature]  
Notary Public






**EXHIBIT A**

<b>Trademark</b>	<b>Status</b>	<b>Application</b>	<b>Registration</b>	<b>Goods/Services</b>	<b>First Used Date</b>
CAJUN NIGHT BEFORE CHRISTMAS	Registered (08-29-2006)	78572221	3135172	sound recordings featuring children's stories (Class 9); children's books; note cards; greeting cards; and children's books and stuffed toys, stuffed toy animals, plush toys or dolls sold together as a unit (Class 16); Christmas tree ornaments; stuffed toys, stuffed toy animals, plush toys; and dolls (Class 28)	December 31, 1998 (Class 9)  December 31, 1973 (Class 16)
CAJUN NIGHT BEFORE CHRISTMAS	Registered (1-31-2006)	78572291	3055378	entertainment services, namely, organizing and conducting a Christmas display and entertainment program (Class 41)	December 25, 2004  December 31, 2000 (Class 28)
COMPLETE GUIDE TO AMERICAN BED AND BREAKFAST	Registered Section 2(f) (01-09-2001)	75823015	2419003	series of travel books (Class 16)	January 1, 1986
FIREBIRD	Registered (10-29-2002)	76276711	2642220	printed matter, namely, a series of fiction books on a variety of topics and a series of non-fiction books on a variety of topics (Class 16)	January 09, 1992
FIREBIRD PRESS	Registered (10-15-2002)	76276713	2634649	printed matter, namely, a series of fiction books on a variety of topics and a series of non-fiction books on a variety of topics (Class 16)	January 1, 1998
GASTON	Registered (12-17-2002)	76328619	2662563	series of fiction books; children's books; children's activity books; comic books; cook books; talking	January 1, 1973 (Class 16)

Trademark	Status	Application	Registration	Goods/Services	First Used Date
				children's books and picture books; coloring books; note cards; greeting cards; and printed matter, namely reprints of photographs, drawings, cartoon prints, cartoon strips, newspaper cartoons and pictures (Class 16); toys, namely, pull toys, stuffed toys, stuffed toy animals, plush toys, dolls, toy figures, toy action figures, toy vehicles, card games, board games, coin-operated video games and hand held units for playing video games (Class 28)	January 1, 2000 (Class 28)
JACKSON SQUARE PRESS	Registered Section 2(f) (08-29-2006)	78571496	3135168	publishing of books (Class 41)	December 31, 1972
LONE STAR PUBLISHING	Registered (12-20-2005)	76502046	3032644	publishing services, namely, publication of books, magazines, journals, newsletters and periodicals (Class 41)	May 29, 2001
PELICAN	Registered (06-08-1971)	72363069	0913693	books and pamphlets (Class 16)	January 1, 1939
THE MAVERICK GUIDE	Registered (08-08-1989)	73770172	1550970	series of travel books (Class 16)	May 1, 1977
	Registered (1-19-1971)	72363067	0906249	books (Class 16)	January 1, 1967

Trademark	Status	Application	Registration	Goods/Services	First Used Date
	Registered (1-19-1971)	72363068	0906250	books and pamphlets (Class 16)	January 1, 1936
PELICAN PUBLICATIONS (Tradename)	Registered (Louisiana)	N/A	541679	books, newsletters, catalogs (International Class: 16)	January 1, 1996
PELICAN PRINTING COMPANY (Tradename)	Registered (Louisiana)	N/A	541678	books, newsletters, catalogs (International Class: 16)	January 1, 1939
PELICAN (Pelican – Silhouette of Pelican)	Registered (Louisiana)	N/A	568680	Electronic and digital forms (International Class: 9)	January 1, 1969
PELICAN (Pelican – Stylized Pelican)	Registered (Louisiana)	N/A	568689	Electronic and digital forms (International Class: 9)	January 1, 1969
PELICAN (Pelican – Stylized Pelican)	Registered (Louisiana)	N/A	568688	Education and entertainment electronic and digital forms	January 1, 1969
PELICAN (Pelican – Stylized)	Registered (Louisiana)	N/A	381429	Goods/services not listed Manner of Display: Promotional material, advertising	January 1, 1967

Trademark	Status	Application	Registration	Goods/Services	First Used Date
PELICAN (Pelican – Silhouette of Pelican)	Registered (Louisiana)	N/A	568681	Toys and sporting goods (International Class: 28)	January 1, 1969
PELICAN (Pelican – Silhouette of Pelican)	Registered (Louisiana)	N/A	568682	Education and entertainment and digital forms (International Class: 41)	January 1, 1969
PELICAN BOOKS (Tradename)	Registered (Louisiana)	N/A	591685	Paper goods and printed matter (International Class: 16)	January 1, 1939
PELICAN PRESS (Tradename)	Registered (Louisiana)	N/A	541687	Books, newsletters, catalogs (International Class: 16)	January 1, 1939
** DESIGN ONLY ** (Pelican Resting on a Shelf of Books on a Circular, Gold)	Registered (Louisiana)	N/A	568685	Electronic and digital forms (International Class: 9)	January 1, 1969
BAYOU BOOKS	Registered (Louisiana)	N/A	568691	Electronic and digital forms (International Class: 9)	January 1, 1969
LOUISIANA ALMANAC	Registered (Louisiana)	N/A	568669	Electronic and digital forms (International Class: 9)	March 3, 1997

Trademark	Status	Application	Registration	Goods/Services	First Used Date
LOUISIANA ALMANAC AND FACT BOOK	Registered (Louisiana)	N/A	568676	Electronic and digital forms (International Class: 9)	March 1, 1997
**DESIGN ONLY ** (Pelican Resting on a Shelf of Books on a Circular, Gold)	Registered (Louisiana)	N/A	568684	Education and entertainment, electronic and digital forms (International: 9, 41)	January 1, 1969
BAYOU BOOKS	Registered (Louisiana)	N/A	568692	Education and entertainment, electronic and digital forms (International: 9, 41)	January 1, 1969
** DESIGN ONLY ** (Stylized Pelican)	Registered (Louisiana)	N/A	280573	Prints, publications, business stationery (International Class: 16)	January 1, 1967
** DESIGN ONLY ** (Silhouette of a Pelican)	Registered (Louisiana)	N/A	280572	Prints, publications, business stationery (International Class: 16)	January 1, 1936
LOUISIANA ALMANAC	Registered (Louisiana)	N/A	381425	Prints, publications, business stationery (International Class: 16)	January 1, 1968
LOUISIANA ALMANAC	Registered (Louisiana)	N/A	381427	Prints, publications, business stationery (International Class: 16)	January 1, 1949

Trademark	Status	Application	Registration	Goods/Services	First Used Date
AND FACT BOOK					
** DESIGN ONLY ** (Silhouette of a Pelican)	Registered (Louisiana)	N/A	381428	Goods/services not listed Manner of Display: Promotional material, advertising	January 1, 1936
LOUISIANA ALMANAC AND FACT BOOK	Registered (Louisiana)	N/A	381426	Goods/services not listed Manner of Display: Promotional material, advertising	January 1, 1949
**DESIGN ONLY ** (Pelican Resting on a Shelf of Books on a Circular, Gold)	Registered (Louisiana)	N/A	568683	Advertising and business (International Class: 35)	January 1, 1969
BAYOU BOOKS	Registered (Louisiana)	N/A	568693	Advertising and business (International Class: 35)	January 1, 1969
LOUISIANA ALMANAC	Registered (Louisiana)	N/A	381424	Advertising and business (International Class: 35)	January 1, 1968
LOUISIANA ALMANAC AND FACT BOOK	Registered (Louisiana)	N/A	568677	Educational and entertainment, electronic and digital forms (International Class: 41)	March 1, 1997