

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scripps Networks, LLC		10/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Her Campus Media LLC		
Street Address:	9 Lansdowne St., Suite 2		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02215		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4480406	SPOON UNIVERSITY	
CORRESPONDENCE DATA			
Fax Number:	2124480020		
<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:	2124481800		
Email:	ecolon@rflfp.com		
Correspondent Name:	Peter Fields		
Address Line 1:	c/o Ritholz Levy Fields LLP		
Address Line 2:	235 Park Avenue South, 3rd Floor		
Address Line 4:	New York, NEW YORK 10003		
NAME OF SUBMITTER:	Peter Fields		
SIGNATURE:	/PF/		
DATE SIGNED:	11/04/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment agreement (the “Trademark Assignment”) is made effective as of October 31, 2019 by and between Scripps Networks, LLC, a Delaware limited liability company with a business address at 9721 Sherrill Boulevard, Knoxville, Tennessee 37932 (“Assignor”), and Her Campus Media LLC, a Delaware limited liability company whose address is 9 Lansdowne St., Suite 2, Boston, MA 02215 (“Assignee”) with reference to the following facts:

WHEREAS, Assignor is the owner of all right, title and interest in and to the “SPOON UNIVERSITY” (stylized with design) trademark (the “Trademark”) pictured below:



WHEREAS, Assignor is the owner of all right, title and interest in and to U.S. Trademark Registration No. 4,480,406 registered on February 11, 2014 for the Trademark in International Class 43 (the “Trademark Registration”).

WHEREAS, Assignee desires to acquire from Assignor the Trademark, the Trademark Registration and the goodwill of the business connected with and symbolized by the Trademark, and Assignor desires to assign the same to Assignee, as set forth herein.

NOW, THEREFORE, for good and valuable consideration, had and received, the receipt of which is hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. **ASSIGNMENT.** Assignor does hereby assign, grant and deliver exclusively to Assignee, its successors and assigns all rights, title and interests of every kind and nature along with the goodwill of the business connected with and symbolized by the Trademark, including without limitation, all right, title and interest therein and thereto the Trademark Registration and associated certificate of registration including the unlimited right to renew the Trademark Registration in perpetuity throughout the universe, as well as all related rights, powers, emoluments, advantages, or any causes of action, including those for infringement, arising from the date of first use of the Trademark, whether now known or unknown to Assignee or Assignor.
2. **THE PURCHASE AGREEMENT.** This Trademark Assignment is subject in all respects to the terms and conditions of that certain Asset Purchase Agreement between Assignor and Assignee dated as of October 31, 2019 (the “Purchase Agreement”), which are incorporated herein by reference, including without limitation Section 10(d) (Further Assurances) thereof. Nothing contained in this Trademark Assignment shall be deemed to supersede, limit or restrict in any manner any of the covenants,

agreements, representations or warranties of Assignee or Assignor contained in the Purchase Agreement. In the event of any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

3. **LEGAL CONFLICTS.** If any conflict exists between any provision of this Trademark Assignment and any present or future law (statutory or common law), contrary to which the parties have no legal or enforceable right to contract, the provision of this Trademark Assignment affected shall be curtailed and limited only to the extent necessary to bring it within legal and enforceable requirements and the other provisions of this Trademark Assignment shall not be affected but shall remain in full force and effect.
4. **MISCELLANEOUS.** This Trademark Assignment may be amended, modified and supplemented only by written agreement executed by Assignor and by Assignee. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any term or provision of this Trademark Assignment which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Trademark Assignment or affecting the validity or enforceability of any of the terms or provisions of this Trademark Assignment in any other jurisdiction. This Trademark Assignment may be executed by the parties in any number of counterparts, all of which taken together shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed, effective as of the date first written above.

ASSIGNOR:

ASSIGNEE:

SCRIPPS NETWORKS, LLC,
a Delaware limited liability company

HER CAMPUS MEDIA LLC,
a Delaware limited liability company

By: DocuSigned by:
Matthew Siegfried
8CB3E81511E7461...
Its: Manager, Corporate Development

By: DocuSigned by:
Stephanie Kaplan Lewis
F641F99E020B4D7...
Its: Chief Executive Officer