

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM549657

<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>
THE PROVIDENCE JOURNAL COMPANY		09/03/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LMG Rhode Island Holdings, Inc.		
<b>Street Address:</b>	175 Sully's Trail, 3rd Floor		
<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>Serial Number:</b>	71504291	THE PROVIDENCE JOURNAL	
<b>Serial Number:</b>	71504292	THE PROVIDENCE SUNDAY JOURNAL	
<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 34134		
<b>NAME OF SUBMITTER:</b>	Randolph E. Digges, III		
<b>SIGNATURE:</b>	/Randolph E. Digges, III/		
<b>DATE SIGNED:</b>	11/15/2019		
<b>Total Attachments: 6</b>			
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## **ASSIGNMENT OF INTELLECTUAL PROPERTY**

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of September 3, 2014 by The Providence Journal Company, a Delaware corporation (the "Assignor"), in favor of LMG Rhode Island Holdings, Inc., a Delaware corporation (the "Assignee").

### **RECITALS**

A. The Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of July 22, 2014 (the "Purchase Agreement"), pursuant to which the Assignor is to assign to the Assignee the Business Intellectual Property set forth on Exhibit A attached hereto and incorporated herein by this reference. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

B. The Assignor desires to assign all of its right, title, and interest in and to the Business Intellectual Property to the Assignee, its successors, or assigns.

### **AGREEMENT**

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby irrevocably sells, transfers, conveys, and assigns to the Assignee, its successors, assigns, and legal representatives, all of the Assignor's right, title and interest in the Business Intellectual Property. Additionally, the Assignor hereby conveys to the Assignee all claims, demands, and causes of action and all associated rights and remedies which relate to any use, infringement or misappropriation of any Business Intellectual Property, including, without limitation, rights to all past damages and profits by reason of infringement that have occurred prior to the effective date of this Assignment, and to sue for and collect the same by the Assignee for the use and benefit of the Assignee and its successors, assigns, and legal representatives.

2. The Assignor hereby appoints the Assignee as its attorney-in-fact to act in the Assignor's name, place, and stead to execute, deliver, and record any document or instrument of assignment in any country in which any registration, application, or process of any type or nature relating to any Business Intellectual Property is pending or issued, granting or confirming the rights granted herein. Such appointment is coupled with interest in the Business Intellectual Property and shall be irrevocable.

3. The Assignor shall execute all documents and provide any assistance as reasonably requested by the Assignee to evidence, perfect or effectuate the Assignee's title to the Business Intellectual Property.

4. The Assignee accepts the assignment of the Business Intellectual Property.

5. Nothing in this Agreement shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Assignor or the Assignee arising under the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.

6. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

7. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of New York.

8. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A facsimile, PDF or other electronic signature of this Assignment shall be valid and have the same force and effect as a manually signed original.

*The remainder of this page has been intentionally left blank.*

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

**THE PROVIDENCE JOURNAL COMPANY,**  
a Delaware corporation

By: \_\_\_\_\_

Name: Alison K. Engel

Title: Treasurer & Assistant Secretary

**LMG RHODE ISLAND HOLDINGS, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Name:

Title:



**Exhibit A**

**Business Intellectual Property**

*See attached.*

**1. Business Registered Marks:**

Mark	Class – Goods/Services	Ser. No.	Reg. No.	Filing Date	Reg. Date	Status	Jurisdiction	Next Due Date	Next Action	Owner
1. SHOWCASE OF HOMES	Class 16 – Publications	61100941	60047	4/16/01	4/19/01	Renewed	Massachusetts	4/19/16	Renewal	The Providence Journal Company (DE corp.)
2. THE PROVIDENCE JOURNAL	Class 16 – Newspaper	71504291	430799	6/20/46	6/24/47	Registered	United States	6/24/17	Renewal	Providence Journal Company (RI corp.)
3. THE PROVIDENCE SUNDAY JOURNAL (stylized)	Class 16 - Newspaper	71504292	430800	6/20/46	6/24/47	Registered	United States	6/24/17	Renewal	Providence Journal Company (RI corp.)
4. PROJO.COM	Class 42 - Providing a wide range of interactive information and entertainment by means of a global computer information network	75210786	2105564	12/10/96	10/14/97	Registered	United States	10/14/17	Renewal	The Providence Journal Company (DE corp.)
5. SHOWCASE OF HOMES	Class 16 - Publications	58400980	20010408	4/16/01	4/17/01	Renewed	Rhode Island	4/17/21	Renewal	The Providence Journal Company
6. PROVIDENCEJOURNAL.COM	Class 35 - Advertising and promotional services; advertising and promoting the goods and services of others via the Internet and other electronic communications networks; Class 41 - Providing news and information in the nature of current event reporting, editorializing, and commenting on a wide variety of subjects generally found in daily newspapers, provided via the Internet and other electronic networks; providing online journals, namely, blogs featuring topics of general interest and topics in the nature of current event reporting, editorializing, and commenting generally found in daily newspapers	86181829	n/a	2/1/14	n/a	Filed	United States	11/14/2014	Response to Office Action	The Providence Journal Company (DE corp.)

TRADEMARK

REEL: 006797 FRAME: 0229

RECORDED: 11/15/2019