

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM553778

<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>
Cox Enterprises, Inc.		12/16/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KIRO-TV, Inc.		
<b>Street Address:</b>	223 Perimeter Center Parkway NE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5154250	24 7	
<b>Registration Number:</b>	5089967	24 7 KIRO7.COM	
<b>Registration Number:</b>	2585328	KIRO	
<b>Registration Number:</b>	2451444	SEATTLE INSIDER	
<b>Registration Number:</b>	4725394	SOUND STARTUPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045413372		
<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>	404-815-6166		
<b>Email:</b>	tadmin@kilpatricktownsend.com		
<b>Correspondent Name:</b>	Christine P. James		
<b>Address Line 1:</b>	1100 Peachtree Street, Suite 2800		
<b>Address Line 2:</b>	Mailstop: IP Docketing - 22		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Beth Rook		
<b>SIGNATURE:</b>	/Beth Rook/		
<b>DATE SIGNED:</b>	12/18/2019		
<b>Total Attachments: 5</b>			

OP \$140.00 5154250

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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated December 16, 2019, is entered into by and between Cox Enterprises, Inc. ("Assignor"), on the one hand, and KIRO-TV, Inc. ("Assignee"), on the other hand.

**WHEREAS**, reference is made to that certain Purchase Agreement dated February 14, 2019 by and among Assignor, Cox Media Group, LLC, a Delaware limited liability company, Cox Media Group Ohio, Inc., a Delaware corporation, Cox Radio, Inc., a Delaware corporation, and Terrier Media Buyer, Inc., a Delaware corporation (the "Purchase Agreement"); and

**WHEREAS**, Assignor is the owner of all right, title and interest in, to and under the trademarks and trademark applications set forth on Exhibit A attached hereto (the "Trademarks");

**WHEREAS**, Assignor agrees to assign and deliver to Assignee all of its right, title and interest in, to and under the Trademarks free and clear of all Liens, other than Permitted Liens, and Assignee has agreed to accept such assignment.

**NOW, THEREFORE**, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Defined Terms. Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Purchase Agreement.

2. Assignment.

Assignor hereby irrevocably sells, transfers, conveys, assigns and delivers to Assignee (i) all of its right, title and interest in and to the Trademarks, whether statutory or at common law, including all registrations and applications therefor, (ii) the right to sue and recover for all past, present and future infringements, misappropriations and other violations of the Trademarks (including, without limitation, the right to receive all monies, proceeds, settlements and recoveries in connection therewith and to obtain equitable relief in respect of such infringements, misappropriations and other violations), (iii) the goodwill associated with such Trademarks in the operation of the Business, the same to be held and enjoyed by Assignee to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made, free and clear of all Liens, other than Permitted Liens, and (iv) all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto. Assignee hereby accepts the assignment of the Trademarks.

Notwithstanding anything to the contrary contained herein, the Trademarks shall not include any application for registration of a trademark that would be invalidated, canceled, voided or abandoned due to the contribution, assignment and/or conveyance of the Trademarks hereunder, including intent-to-use applications filed with the United States Patent and Trademark Office pursuant to 15 USC Section 1051(b) prior to the filing of a statement of use or amendment to allege use pursuant to 15 USC Section 1051(c) or (d), unless and until such time that the contribution, assignment and/or conveyance of the Trademarks hereunder will not cause such trademark to be invalidated, cancelled, voided or abandoned.

3. Acknowledgment. Assignor hereby acknowledges that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignor's right, title and interest in and to the Trademarks.

4. The Purchase Agreement. This Assignment is intended to facilitate the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Notwithstanding anything to the contrary herein, nothing contained in this Assignment shall be construed to supersede, limit, restrict, expand, enlarge, modify or qualify in any manner the rights and obligations (including without limitation any liability) of the parties under the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

5. Further Assurances. At any time after the date hereof, each Party shall from time to time, at the request of and without further cost or expense to the other, execute, acknowledge and deliver such other further assignments, conveyances, and other assurances, documents, and instruments of transfer reasonably requested by the other Party, and take such other actions consistent with the terms of this Assignment as may reasonably be requested in order to assign, transfer, grant, convey, and confirm to Assignee the Acquired Company Assets, the Shares or otherwise consummate the Transactions. To the fullest extent permitted by applicable Law, Assignor hereby authorizes Assignee and its assignees and gives Assignee and its assignees its irrevocable power of attorney, with full power of substitution, which authorization shall be coupled with an interest, to take any and all steps in Assignor's name and on behalf of Assignor that are necessary or desirable in the reasonable determination of Assignee and its assignees to assign, transfer, endorse, negotiate, deposit or otherwise realize on any Acquired Company Asset, Shares or any writing of any kind in connection with any Acquired Company Asset or Shares if Assignor does not do so within a reasonable period of time after receipt of a request from Assignee.

6. Governing Law; Consent to Jurisdiction. All disputes, claims (and counter-claims), controversies or causes of action (whether at law or in equity, whether in contract or in tort or otherwise) based upon, arising out of or relating to this Assignment, or the negotiation, validity or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its rules of conflict of laws. Each of the Parties hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the Delaware Court of Chancery; provided, that if (and only after) such court determines that it lacks subject matter jurisdiction over any particular matter, such matter shall be brought in the Chosen Courts, for any Action arising out of or relating to this Assignment or the negotiation, validity or performance of this Assignment (and agrees not to commence any Action relating thereto except in such Chosen Courts), waives any objection or defense with respect to the laying of venue of any such Action in the Chosen Courts and agrees not to plead or claim (or counter-claim), or advocate as a defense, in any Chosen Court that such Action brought therein (i) has been brought in any inconvenient forum, (ii) should be transferred or removed to any court other than one of the Chosen Courts, or (iii) should be stayed by reason of the pendency of some other proceeding in any court other than one of the Chosen Courts. Each party hereto hereby agrees not to commence any such Action other than before one of the Chosen Courts. Each party hereto agrees that a final, non-

appealable judgment in any Action so brought shall be conclusive and may be enforced by suit on the judgment in any court of competent jurisdiction, or in any other manner provided by Law.

7. Successors and Assigns. No party hereto may assign this Assignment without the prior written consent of the other parties hereto. The terms of this Assignment shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Assignment. Notwithstanding the foregoing, Assignee may assign any or all of its rights under this Assignment to any of its Affiliates or to its or its subsidiaries' lenders as collateral security without the consent of any of the other parties hereto, and no assignment shall relieve any party of any obligation or liability under this Assignment.

8. Counterparts. This Assignment may be executed in two or more counterparts, which together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile, .pdf or electronic mail intended to preserve the original graphic and pictorial appearance of the signature shall be effective as delivery of a manually executed original counterpart of this Assignment.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR

Cox Enterprises, Inc.

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

Name: Juliette W. Pryor

Title: Secretary

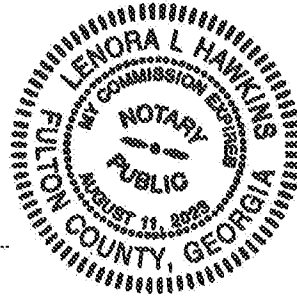
Title: \_\_\_\_\_

Sworn to before me this

16<sup>th</sup> day of October 2019

Lenora L. Hawkins

Notary Public



ACKNOWLEDGED AND ACCEPTED

as of the date first written above.

ASSIGNEE

KIRO-TV, Inc.

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

Name: Juliette W. Pryor

Title: Secretary

[Signature Page to Trademark Assignment Agreement]

Exhibit A

**Trademarks**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Serial Number/ Filing Date</b>	<b>Registration Number/ Registration Date</b>	<b>Status</b>
24 7	USA	86942119 3/16/2016	5154250 3/7/2017	Registered
24 7 KIRO7.COM	USA	86942109 3/16/2016	5089967 11/29/2016	Registered
KIRO	USA	76325241 10/15/2001	2585328 6/25/2002	Registered
SEATTLE INSIDER	USA	75546460 9/2/1998	2451444 5/15/2001	Registered
SOUND STARTUPS	USA	86318690 6/24/2014	4725394 4/21/2015	Registered