

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American News Company, LLC		12/20/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ANC Sub, LLC		
Street Address:	1955 Lake Park Drive SE, Suite 400		
City:	Smyrna		
State/Country:	GEORGIA		
Postal Code:	30080		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88637219	ACCELERATE	
Serial Number:	88637230		
Serial Number:	88637237	ACCELERATE	
Registration Number:	3038787	PROLOGIX	
CORRESPONDENCE DATA			
Fax Number:	2016786305		
<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:	2015256305		
Email:	dgold@coleschotz.com		
Correspondent Name:	David S. Gold		
Address Line 1:	Court Plaza North, 25 Main Street		
Address Line 4:	Hackensack, NEW JERSEY 07601		
NAME OF SUBMITTER:	David S. Gold		
SIGNATURE:	/David S. Gold/		
DATE SIGNED:	12/26/2019		
Total Attachments: 4			
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Trademark Assignment Agreement

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made and entered into on December 20, 2019, by American News Company, LLC, a Delaware limited liability company (“Assignor”), in favor of ANC Sub, LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, pursuant to that certain Contribution and Assignment Agreement, dated as of the date hereof (the “Contribution Agreement”), Assignor has agreed to convey, assign and transfer to Assignee all of Assignor’s rights in and to its intellectual property, including the trademark registrations and applications identified on Schedule 1 hereto (collectively, the “Trademarks”); and

WHEREAS, the Assignee desires to acquire and accept all of Assignor’s rights in and to the intellectual property, including the Trademarks.

NOW, THEREFORE, in accordance with the Contribution Agreement and in consideration of the mutual agreements set forth in this Assignment and the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby irrevocably contributes, assigns, grants, transfers, conveys, sets over completely and forever delivers all of Assignor’s right, title and interest in, to and under (i) the Trademarks, (ii) all goodwill connected with and symbolized by the Trademarks and (iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to the Trademarks, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Assignor hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee of all of Assignor’s right, title and interest in and to the Trademarks in the appropriate jurisdiction and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications. The parties hereby acknowledge and affirm that their respective rights in and to the Trademarks are more fully set forth in the Contribution Agreement. In the event of any conflict between the terms of this Assignment and the terms of the Contribution Agreement, the terms of the Contribution Agreement shall control.

3. This Assignment is made without warranty, representation, or guaranty by, or recourse against, any party of any kind or nature, express, implied, or otherwise.

4. From time to time, pursuant to Assignee’s request, and without further consideration by Assignee, Assignor shall execute, deliver and acknowledge such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request in order to vest and confirm more effectively

in Assignee title to or to put Assignee more fully in legal possession of, or to enable Assignee to use, any of the Trademarks including, without limitation, in order to enable Assignee (at Assignee's expense) to record its ownership of the Trademarks in relevant U.S. and foreign local, state and national trademark offices.

5. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall be deemed to constitute the same agreement. If any signature is delivered by email in PDF or similar electronic means, such signature shall create a valid and binding obligation of the party on whose behalf the signature is executed, with the same force and effect as if such PDF signature were an original thereof.

6. This Assignment shall be governed by the law of the State of Delaware without reference to the choice of law doctrine of such state.

[Remainder of page intentionally blank; signatures on following page]

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR

AMERICAN NEWS COMPANY, LLC

By: 

Name: David Parry

Title: President and CEO

ASSIGNEE

ANC SUB, LLC

By: 

Name: David Parry

Title: President and CEO

[Signature page to Trademark Assignment Agreement]

SCHEDULE 1

Trademark Applications

TRADEMARK	APPLICATION NO	APPLICATION DATE	OWNER	TRADEMARK STATUS
ACCELERATE	88637219	10/01/2019	American News Company, LLC	Pending
Accelerate Polygon Logo	88637230	10/01/2019	American News Company, LLC	Pending
Accelerate Composite Mark	88637237	10/01/2019	American News Company, LLC	Pending

Trademark Registrations

TRADEMARK	FEDERAL REGISTRATION NO.	REGISTRATION DATE	OWNER	TRADEMARK STATUS
PROLOGIX	3038787	1/10/2006	American News Company, LLC	Registered