

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560816

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Intellectual Property Assignment
RESUBMIT DOCUMENT ID:	900530180

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
J.S. Paluch Co., Inc.		01/01/2020	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	G.I.A. Publications, Inc.
Street Address:	7413 South Mason Avenue
Internal Address:	Attn: Alec Harris
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60638
Entity Type:	Corporation: ILLINOIS

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5049742	WE CELEBRATE
Registration Number:	1335481	WE CELEBRATE
Registration Number:	3056556	SOMOS CATOLICOS
Registration Number:	2663174	VOICES AS ONE
Registration Number:	2541782	CATHOLIC CORNER
Registration Number:	2649234	PRAYS WELL WITH OTHERS
Registration Number:	2252028	CELEBREMOS LET US CELEBRATE
Registration Number:	1050050	MISALITO PARROQUIAL
Registration Number:	3526447	SEASONAL MISSALETTE

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

Email: susan.dinicola@hklaw.com,aayushi.patel@hklaw.com,Shemario.Winfrey@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

TRADEMARK

ATTORNEY DOCKET NUMBER:	136133.00027
NAME OF SUBMITTER:	Susan C. DiNicola
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	02/06/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective as of January 1, 2020 ("Effective Date"), is made by and between J.S. Paluch Co., Inc., an Illinois corporation ("Assignor") and G.I.A. Publications, Inc., an Illinois corporation ("Assignee"). All capitalized terms not defined herein shall have the definitions assigned to them in the Purchase Agreement.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 2, 2019 (the "Purchase Agreement") by and among Assignor, as one of the Sellers, and Assignee, as Buyer, Assignor is selling to Assignee the Acquired Assets; and

WHEREAS, Assignor owns the Intellectual Property as of the Effective Date and, in connection with the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title, and interest in and to the Intellectual Property, all as set forth in the Purchase Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignment of Intellectual Property. In partial consideration of and subject to the Purchase Agreement, Assignor hereby sells, assigns, and transfers to Assignee, all of Assignor's right, title, and interest in and to the Intellectual Property, including but not limited to the Intellectual Property identified on Exhibit A attached hereto, which shall include, but not be limited to:

(a) the exclusive right to use the name "World Library Publications" or "WLP" in relation to the Business acquired;

(b) all copyrights, both registered and unregistered, which are utilized in the WLP Division, along with such copyright registrations and applications therefor and all other rights corresponding thereto, including but not limited to the Material Intellectual Property as identified on Exhibit A attached hereto;

(c) all trademarks, trade names, trade dress, logos, common law trademarks and service marks, trademark and service mark registrations and applications therefor which are utilized in the WLP Division, and all other registrations, applications and goodwill related to such trademarks, including but not limited to those listed on Exhibit A attached hereto;

(d) all software, content, content rights and other corresponding rights thereto;

(e) all domain names and websites, and all content contained therein, along with applications and registrations therefor, including but not limited to those listed on Exhibit A attached hereto;

(f) all telephone numbers dedicated to the WLP Division solely and which are assignable; and

(g) any similar or equivalent rights to any of the foregoing anywhere in the world, together with the goodwill, business appurtenant thereto, and any rights or claims relating to or deriving from the foregoing which are utilized in the WLP Division.

2. Purchase Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Purchase Agreement. Nothing contained herein shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms of the Purchase Agreement in any manner whatsoever. In the event of any conflict or other difference between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall prevail.

3. Representation. In exchange for this Assignment, Assignor agrees to release and hold harmless Assignee its employees, officers, agents, attorneys and assigns from any and all claim, action, cause of action, demand, cost or damage which may be asserted arising out of the taking, display and/or use of the Intellectual Property.

4. Notices. Any notices or demands which under the terms of this Agreement or under any statute must or may be given or made by (a) Assignee or (b) Assignor shall be in writing and shall be given or made by hand delivery, overnight delivery by a nationally recognized courier with return receipt requested, or by certified or registered mail, postage prepaid, return receipt requested and addressed to the respective parties as follows:

To Assignor: J.S. Paluch Co., Inc.
3708 River Road, Suite 400
Franklin Park, IL 60131
Attention: William Rafferty

To Assignee: G.I.A. Publications, Inc.
7413 South Mason Avenue
Chicago, IL 60638
Attention: Alec Harris

5. Governing Law. This Assignment shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Illinois applicable to agreements made and to be performed entirely within such state without regard to its choice of law principle.

6. Survival. The acknowledgements, covenants, agreements and obligations hereunder of each of the parties hereto shall survive until satisfied in full.

7. Counterparts. This Assignment may be executed in one or more counterparts, including without limitation by way of facsimile, each of which shall, collectively and separately, constitute one instrument.

8. Severability. If any provision of this Assignment shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions of this Assignment

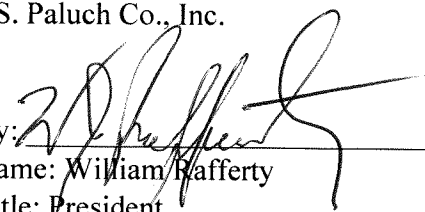
shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be duly executed and authorized as of the date first written above.

ASSIGNOR:

J.S. Paluch Co., Inc.

By: 
Name: William Rafferty
Title: President

ASSIGNEE:

G.I.A. Publications, Inc.

By: _____
Name: Alec Harris
Title: President

IN WITNESS WHEREOF, Assignor has caused this Intellectual Property Assignment to be duly executed and authorized as of the date first written above.

ASSIGNOR:

J.S. Paluch Co., Inc.

By: _____

Name: William Rafferty

Title: President

ASSIGNEE:

G.I.A. Publications, Inc.

By:  _____

Name: Alec Harris

Title: President

[Signature Page – IP Assignment Agreement – GIA Publications, Inc. – J.S. Paluch Co., Inc.]

TRADEMARK
REEL: 006852 FRAME: 0372

EXHIBIT A

A. Material Intellectual Property

- 017140 - Dear Young People - Inspiration from Pope Francis for Everyone - McGrath
- 007403 - The Bible Story of Christmas - Bonaventure Choir / Bing Crosby - CD
- 002015 - Saint Margaret Sunday Missal
- 018090 - Mass of Saint Ann - Full Score - Bolduc
- 006740 - Choral Companion 2012
- 002014 - Roman Missal Personal Edition
- 018041 - Mass of Wisdom - Choral Edition - Janco
- 017185 - Formed in Faith - Sessions for Inquiry, Catechumenate, and Ongoing Faith Formation
- 006414 - Celebrating the Year of Mercy: Our Jubilee Journey
- 017184 - Confirming Adult Catholics: Five Sessions for Preparation and Reflection

B. Trademarks/Trade Names/Brands/Series

a. Registered Trademarks

Owner's Name	Serial #	Registration #	Mark	Filing Date	Registration Date	Status
J.S. Paluch Co., Inc.	86918761	5049742	We Celebrate	February 24, 2016	September 27, 2016	1A
J.S. Paluch Co., Inc.	73505057	1335481	We Celebrate	May 9, 1977	June 13, 1978	1A
World Library Publications	78461048	3056556	Somos Catolicos	August 3, 2004	January 31, 2006	1A
World Library Publications	78013696	2663174	Voices as One	June 21, 2000	December 17, 2002	1A
World Library Publications	78013488	2541782	Catholic Corner	June 20, 2000	February 18, 2002	1A
World Library Publications	76354655	2649234	Prays Well with Others	December 26, 2001	November 12, 2002	1A
World Library Publications	75437534	2252028	Celebremos Let us Celebrate	February 20, 1998	June 8, 1999	1A
J.S. Paluch Co., Inc.	73064929	1050050	Misalito Parroquial	October 3, 1975	October 12, 1976	1A
J.S. Paluch Co., Inc.	77268630	3526447	Seasonal Missalette	August 30, 2007	November 4, 2008	<u>1A</u>

b. Unregistered Brands and Series

- i. Pastoral Patterns
- ii. AIM: Liturgy Resources
- iii. All God's Children
- iv. Cantos del Pueblo de Dios
- v. Fountain of Life
- vi. HopeSings
- vii. In Spirit & Truth
- viii. Lee Gwozdz Cathedral Choir Series
- ix. Music from the Abbey of Gethsemani
- x. Music from the Notre Dame Folk Choir
- xi. Pray Today
- xii. Prepare and Pray
- xiii. Psalms for the Church
- xiv. Pueri Cantores Choral Series
- xv. SAVAE Series
- xvi. Westendorf Series
- xvii. WorshipWorks
- xviii. WLP

C. Domain Names

- a. WLPmusic.com
- b. VoicesAsOne.com
- c. WLPRCIA.com
- d. SingtheSeasons.com