

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM560806

<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>
Red Wing Publishing Company (d/b/a Big Fish Works)		02/05/2020	Corporation: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MNG-RW Acquisition LLC		
<b>Street Address:</b>	101 W. Colfax Avenue, Suite 1100		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3092685	BORDERWATERS	
<b>Registration Number:</b>	5050680	BIG FISH WORKS	
<b>Registration Number:</b>	4867400	BIG FISH MEDIA GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028874288		
<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>	2149692741		
<b>Email:</b>	blove@akingump.com		
<b>Correspondent Name:</b>	AKIN GUMP STRAUSS HAUER & FELD LLP		
<b>Address Line 1:</b>	2001 K Street N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>ATTORNEY DOCKET NUMBER:</b>	695690.0043		
<b>NAME OF SUBMITTER:</b>	Brenda love		
<b>SIGNATURE:</b>	/Brenda Love/		
<b>DATE SIGNED:</b>	02/06/2020		
<b>Total Attachments: 8</b>			
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## ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

This ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS (this “Assignment”) is made and entered into as of February 5, 2020, by and among Red Wing Publishing Company (d/b/a Big Fish Works) (“Assignor”), and MNG-RW Acquisition LLC (“Assignee”).

### BACKGROUND

A. Assignor is the sole owner of all of the right, title and interest in, to and under, all of the trademarks identified on Schedule A attached hereto and incorporated herein by reference, the registrations thereof and the goodwill of the business associated therewith.

B. Assignor is sole the owner of all of the right, title and interest in, to and under, all of the copyrights identified on Schedule B attached hereto and incorporated herein by reference.

C. Assignor, The Arlin A. Albrecht 2011 Grantor Trust for Rebecca Albrecht Poss u/a/d December 8, 2011 and Assignee have entered into that certain Asset Purchase Agreement, dated as of January 23, 2020 (together with the Exhibits and Schedules thereto, the “Purchase Agreement”), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignor to Assignee of substantially all of the assets of Assignor, including certain registered and unregistered intellectual property material or related to, necessary for, or used in Assignee’s business, including without limitation the Trademarks and Copyrights (each as defined in the Purchase Agreement), on the terms and conditions set forth therein. Capitalized terms used, but not otherwise defined, herein shall have the meanings assigned in the Purchase Agreement.

D. Pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Trademarks and Copyrights, including without limitation those identified on Schedule A and Schedule B attached hereto in accordance with the terms and conditions of this Assignment.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto agree as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference to this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Assignor hereby assigns, transfers, conveys and sets over unto Assignee and its successors and assigns all of the right, title and interest of Assignor in, to and under the Trademarks on Schedule A attached hereto, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, together with all of Assignor’s registrations, applications, amendments, applications for amendments, designs, trade dress and

claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past and future infringements thereof, and any of Assignor's other rights relating thereto. Assignor hereby assigns, transfers and conveys the Copyrights, applications for registration and exclusive copyright licenses set forth in Schedule B hereto, and all issuances, restorations, extensions and renewals thereof; all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past and future infringements thereof, and any of such Assignor's other rights relating thereto.

3. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, the parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Assignment, express or implied, is intended to or shall confer upon any Person other than the parties, and their respective heirs, legal representatives, successors and permitted assigns, any rights, remedies, obligations or liabilities under, in connection with or by reason of this Assignment.

4. Governing Law and Jurisdiction. This Assignment shall be governed by and construed in accordance with the Law of the State of Minnesota without regard to the Law of the conflicts of Law of such State. THE STATE AND FEDERAL COURTS WITHIN THE STATE OF MINNESOTA SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS ASSIGNMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PURCHASED ASSETS AND/OR THE ASSUMED LIABILITIES, AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION.

5. Terms of the Purchase Agreement. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Assignment and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed copy hereof by pdf, facsimile or email shall for all purposes be agreed to constitute such delivery of an executed copy.

7. Recordation and Further Assurances. Assignor hereby authorizes the Commission for Trademarks in the U.S. Patent and Trademark Office and the Register for Copyrights in the U.S. Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee. The parties hereto will execute, acknowledge and deliver any further assurance, documents and

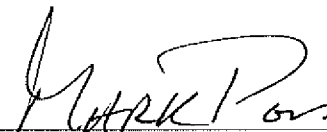
instruments reasonably requested by any other party hereto for the purpose of giving effect to the transactions contemplated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized officers the day and year first above written.

**ASSIGNOR:**

RED WING PUBLISHING COMPANY

By:   
Name: MARK POSS  
Title: C.E.O.

**ASSIGNEE:**

MNG-RW ACQUISITION LLC

By:   
Name: Michael Koren  
Title: Chief Financial Officer

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*Signature Page to Assignment of Trademarks and Copyrights*

**TRADEMARK  
REEL: 006858 FRAME: 0352**

**SCHEDULE A**

Registered Trademarks

<b><u>Trademark</u></b>	<b><u>App. No./Reg. No.</u></b>	<b><u>App. Date</u></b>	<b><u>Reg. Date</u></b>	<b><u>Country/State</u></b>	<b><u>Owner</u></b>	<b><u>Goods/Services</u></b>	<b><u>Status</u></b>
SOTAHOMES and Design	RN: MN 898161500037		August 11, 2016	United States (States - MN)	Red Wing Publishing Company	(Int'l Class: 35) advertising and business	Registered
SOTAJOBBS and Design	RN: MN 8999999500026		August 29, 2016	United States (States - MN)	RED WING PUBLISHING COMPANY	(Int'l Class: 35) advertising and business	Registered
BORDERWAT ERS	RN: 3092685 SN: 78591488	March 21, 2005	May 16, 2006	United States (Federal)	Red Wing Publishing Company (Minnesota Corp.)	(Int'l Class: 16) visitor's guide pertaining to the border region of northern minnesota and northwest ontario (Int'l Class: 25) clothing; namely sweatshirts, t-shirts, denim shirts, vests, caps and visors (Int'l Class: 41) providing an online visitor's guide pertaining to the border region of northern minnesota and northwest ontario	Renewed
BIG FISH WORKS	RN: 5050680 SN: 86608806	April 24, 2015	September 27, 2016	United States (Federal)	Red Wing Publishing Company	(Int'l Class: 35) advertising services, namely, promoting the	Registered



					(Minnesota Corp.)	goods and services of others through creative advertising development and placement	
BIG FISH MEDIA GROUP	RN: 4867400 SN: 85818083	January 8, 2013	December 8, 2015	United States (Federal)	Red Wing Publishing Company (Minnesota Corp.)	(Int'l Class: 35) advertising services, namely, promoting the goods and services of others through creative advertising development and placement	Registered

None.

**SCHEDULE B**