## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM565143

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TEGNA Inc.		02/29/2020	Corporation: DELAWARE

### **RECEIVING PARTY DATA**

Name:	PREMION, LLC
Street Address:	521 Fifth Avenue, 32nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10175
Entity Type:	Limited Liability Company: DELAWARE

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5282507	PREMION

## CORRESPONDENCE DATA

Fax Number: 2025858080

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: 2025858000

Email: nptm@nixonpeabody.com

Correspondent Name: Lauren J. Arnold

Address Line 1: 799 9th Street, NW, Suite 500 Address Line 4: Washington, D.C. 20001

ATTORNEY DOCKET NUMBER:	000556-087683	
NAME OF SUBMITTER:	Lauren J Arnold, Attorney for Assignor	
SIGNATURE:	/Lauren J Arnold/	
DATE SIGNED:	03/04/2020	

#### **Total Attachments: 4**

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#### TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("<u>Assignment</u>") is by and between TEGNA Inc., a Delaware corporation ("<u>Assignor</u>"), and PREMION, LLC, a Delaware limited liability company ("<u>Assignee</u>") as of February 29, 2020 (the "<u>Effective Date</u>").

**WHEREAS**, Assignor is the owner of the trademark and, to the extent recorded, the owner of record of the U.S. Trademark Registrations and Applications, each listed in Schedule 1 (the "Marks"); and

**WHEREAS**, Assignor and Assignee have entered into that certain Contribution Agreement, dated as of the Effective Date (the "Contribution Agreement") (capitalized terms not otherwise defined herein that are defined in the Contribution Agreement shall have the meanings specified for such terms in the Contribution Agreement); and

**WHEREAS**, pursuant to the Contribution Agreement, Assignor desires to assign, and Assignee desires to acquire all right, title, and interest in and to the Marks, together with the goodwill of the business symbolized thereby, and the parties wish to record such assignment in the U.S. Patent and Trademark Office.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. Assignment. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the Marks set forth in Schedule 1, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the Marks; (iv) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past, present, and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
- 2. <u>Recordation and Further Actions</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.
- 3. <u>Contribution Agreement</u>. This Assignment is being executed and delivered pursuant and subject to the Contribution Agreement and for the consideration as provided for therein. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Contribution Agreement. In the event of any conflict between this Assignment and the Contribution Agreement, the Contribution Agreement shall control.

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- 4. <u>Successors</u>. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
- 5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark issues, and (ii) in all other respects, including as to validity (except for trademark issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
- 6. <u>Counterparts</u>. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

[Signature Page Follows]

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IN WITNESS OF THE FOREGOING AGREEMENT, the parties hereto set their hands hereto as of the date first above written.

TEGNA INC.

By: Name: A161N S. HARRISON

Title: SENIOR VICE PRESIDENT

PREMION, LLC

Name: Tin Car

Title: 119

[Signature page to Trademark Assignment]

## **SCHEDULE 1**

# **MARKS**

• Trademark Registrations:

Country	Reg. No.	Mark
US (Fed)	5282507	Premion

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**RECORDED: 03/04/2020**