

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hobby Publications, Inc.		01/01/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Keck Media Company, LLC		
Street Address:	79 Carriage Hill Drive		
City:	Colts Neck		
State/Country:	NEW JERSEY		
Postal Code:	07722		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2497332	DESIGN NJ	
CORRESPONDENCE DATA			
Fax Number:	8453597798		
<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:	8453597700		
Email:	trademark@notaromichalos.com		
Correspondent Name:	John Zaccaria		
Address Line 1:	100 Dutch Hill Road, Suite 240		
Address Line 4:	Orangeburg, NEW YORK 10962		
ATTORNEY DOCKET NUMBER:	J1371-001		
NAME OF SUBMITTER:	John Zaccaria		
SIGNATURE:	/J1371-001-JZ-as/		
DATE SIGNED:	03/11/2020		
Total Attachments: 3			
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OP \$40.00 2497332

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is made and effective this 1st day of January, 2016, by Hobby Publications, Inc. ("Seller"), with offices at 83 South Street, Suite 307, Freehold, New Jersey 07728, for Keck Media Company, LLC, with offices at 79 Carriage Hill Drive, Colts Neck, NJ 07722 (the "Buyer").

WHEREAS, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as of December 21, 2015 (the "Purchase Agreement"), pursuant to which, among other things, Buyer is acquiring the Assets (as defined in the Purchase Agreement), including certain contractual rights, on the terms and subject to the conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to assign to Buyer, subject to and conditioned upon the Buyer assuming the risk of loss and liabilities from the Assets effective January 1, 2016, on the terms and subject to the conditions set forth in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the agreements and covenants contained in the Purchase Agreement, and the agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the respective meanings given to them in the Purchase Agreement.
2. Assignment. On the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby sells, transfers and assigns to Buyer all of Seller's right, title and interest in and to the trade name of DesignNJ, by which all of Seller's right, title and interest in the Seller's goodwill, trade name and marks, copyrights, and internet URL's for the DesignNJ Publication, are transferred to Buyer (the "Intangible Assets"), subject to the conditions set forth in the Purchase Agreement, and to the Buyer assuming the risk of loss and the duties, obligations, terms, provisions and covenants of the Intangible Assets, which Buyer agrees to pay, perform and discharge, when due.
3. Terms of the Purchase Agreement. Nothing contained herein shall itself change, amend, extend or alter the terms or conditions of the Purchase Agreement in any manner whatsoever. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

5. Binding; Modification; Waiver. Subject to the terms of the Purchase Agreement, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No modification, amendment, waiver or termination of this Agreement shall be binding unless executed in writing by Seller. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

6. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to that body of laws pertaining to conflict of laws.

7. Facsimile or Scanned Signature. This Agreement may be executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

SIGNATURE PAGE FOLLOWS.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

SELLER:

Hobby Publications, Inc.

By: 

David Gherman: President

11/11/2020