

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574082

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brookins Art, LLC		04/20/2020	Limited Liability Company: VIRGINIA
RECEIVING PARTY DATA			
Name:	Tribune Content Agency, LLC		
Street Address:	160 N. Stetson Ave.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2683408	PLUGGERS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3122225955		
Email:	mburke@tribpub.com		
Correspondent Name:	Michael J. Burke		
Address Line 1:	160 N. Stetson Ave.		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Michael J. Burke		
SIGNATURE:	/Michael J. Burke/		
DATE SIGNED:	04/29/2020		
Total Attachments: 2			
source=12213#page1.tif			
source=12213#page2.tif			

OP \$40.00 2683408

INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT

This Intellectual Property Rights Assignment Agreement (“Agreement”) is made and entered into this 20th day of April, 2020, (“Effective Date”) by and between Brookins Art, LLC (“Assignor”), a Virginia limited liability company whose address is 8902 Ginger Way Drive, Richmond, VA 23229, and Tribune Content Agency, LLC (“Assignee”), a Delaware limited liability company whose address is 160 N. Stetson Ave., Chicago, IL 60601.

RECITALS

WHEREAS, Assignor owns certain Intellectual Property, as defined herein and,

WHEREAS, Assignee desires to acquire all right, title and interest in and to said Intellectual Property,

NOW THEREFORE in consideration of the premises and mutual covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties to this Agreement agree as follows:

1) **DEFINITION:** As used herein, the following term shall have the following meaning: “Intellectual Property” means, without limitation, all pre-existing, present and future rights in and to: (A) copyrights, copyright applications, copyright registrations, and derivative works of the foregoing (whether registered or unregistered) in and to the PLUGGERS comic strip; (B) trademarks, service marks and trade names, including all designs, logos, indicia, trade dress, character names, applications, registrations and common law rights together with all goodwill associated therewith, in and to the PLUGGERS comic strip, including but not limited to U.S Trademark Registration Number 2683408. For purposes of clarification, “Intellectual Property” shall not include physical art that Assignor retains in its possession.

2) **TRANSFER OF INTELLECTUAL PROPERTY**

Assignor hereby irrevocably assigns, sells, conveys and transfers exclusively to Assignee its entire right, title, and interest, on a worldwide basis, in and to any and all Intellectual Property it may own. Assignor hereby acknowledges that it retains no ownership or rights in or to the Intellectual Property and agrees not to challenge Assignee’s title to or the validity of Assignee’s ownership or rights to such Intellectual Property. Assignor shall promptly notify Assignee of any correspondence received or acquired by Assignor relating to the Intellectual Property.

3) **FUTURE COOPERATION OF ASSIGNOR**

Upon request by Assignee and without additional consideration, Assignor agrees to promptly execute documents, testify and take other acts at Assignee’s expense and as Assignee deems necessary or desirable to procure, maintain, perfect, and enforce the full benefits, enjoyment,

rights, title and interest, on a worldwide basis to the Intellectual Property assigned hereunder, and render all necessary assistance in making application for and obtaining copyrights and trademarks and other assets throughout the world, in Assignee's names and for Assignee's benefit. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified herein, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and in its behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by Assignor.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as set forth above.

Brookins Art, LLC

By: Gary Brookins

Title: OWNER

Date: APRIL 21, 2020

Tribune Content Agency, LLC

By: [Signature]

Title: Vice president of operations

Date: April 23, 2020