

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM577092

<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>
Times Publishing Company		01/01/2018	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Poynter Institute For Media Studies, Inc.		
<b>Street Address:</b>	801 Third Street South		
<b>City:</b>	St. Petersburg		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33701		
<b>Entity Type:</b>	Non-Profit Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3414273	POLITIFACT	
<b>Registration Number:</b>	4885922	PUNDITFACT	
<b>Registration Number:</b>	3855824	TRUTH-O-METER	
<b>Registration Number:</b>	3855782	TRUTH-O-METER	
<b>Registration Number:</b>	5011920	PANTS ON FIRE! POLITIFACT TRUTH-O-METER	
<b>Registration Number:</b>	4349343	SETTLE IT! POLITIFACT'S ARGUMENT ENDER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132270498		
<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>	813-227-7401		
<b>Email:</b>	mmason@trenam.com		
<b>Correspondent Name:</b>	Monica B. Mason, Esq./Trenam Law		
<b>Address Line 1:</b>	101 E. Kennedy Blvd.		
<b>Address Line 2:</b>	Suite 2700		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Monica B. Mason, Esq.		
<b>SIGNATURE:</b>	/monica b. mason/		
<b>DATE SIGNED:</b>	05/19/2020		

CH \$165.00 3414273

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT FOR RECORDING

This TRADEMARK ASSIGNMENT AGREEMENT FOR RECORDING ("**Trademark Assignment**"), effective as of the 1st day of January, 2018, is entered into by and between **TIMES PUBLISHING COMPANY** ("**Seller**", which expression shall include the Seller's personal representatives and successors in title), a Florida corporation, with its principal place of business located at 490 First Avenue South, St. Petersburg, Florida 33701, in favor of **THE POYNTER INSTITUTE FOR MEDIA STUDIES, INC.** ("**Buyer**"), a Florida not for profit corporation, with its principal place of business located at 801 Third Street South, St. Petersburg, Florida 33701, the purchaser of certain assets of Seller pursuant to a "Business Sale Agreement" between Buyer and Seller, dated as of September 6, 2018 (the "**Business Sale Agreement**") (hereinafter referred to collectively as the "Parties" or individually as the "Party").

WHEREAS, under the terms of the Business Sale Agreement and the Intellectual Property Assignment Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, including all rights, title and interest in and to the Assigned Trademarks as defined herein, and has agreed to execute and deliver this Trademark Assignment Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions worldwide.

NOW THEREFORE, in consideration of the mutual promises herein contained, and the respective representations, warranties, covenants, agreements and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties agree as follows:

Assignment. In consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, grants, conveys, transfers, and assigns, or confirms as the case may be, to Buyer, its successors and assigns, and Buyer hereby accepts, all of Seller's rights, title, and interest in the United States and the world, in and to the following (collectively, the "**Assigned Trademarks**"), including, without limitation, all federal, state, foreign, statutory and common law rights, and all trademark, copyright, intellectual property rights and moral rights, in and to the Assigned Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

- (i) the trademarks and service marks set forth on Schedule 1 hereto, whether registered or unregistered;
- (ii) the trademark and service mark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, including all registrations and applications for registration of the Assigned Trademarks; the right to apply for any of the foregoing Assigned Trademarks in the United States Patent and Trademark Office and throughout the world; and, similar intangible property and related proprietary rights, interests and protections, however arising, pursuant to any such law;
- (iii) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (iv) all licenses and similar contractual rights with respect to any of the foregoing granted by Seller to any third party ("**Licenses**");
- (v) 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; and
- (vi) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Recordation and Further Actions. Seller hereby authorizes the Florida Department of State, the Commissioner for Trademarks in the United States Patent and Trademark Office, and corresponding entities or agencies in any applicable jurisdictions worldwide, to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, Seller shall take such additional steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any Buyer or successor thereto.

Terms of the Intellectual Property Assignment Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment Agreement is entered into pursuant to the Intellectual Property Assignment Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The provisions contained in the Intellectual Property Assignment Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Intellectual Property Assignment Agreement and the terms hereof, the terms of the Intellectual Property Assignment Agreement shall govern.

Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Counterparts; Electronic Signature. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

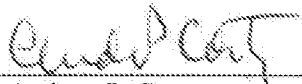
Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall exclusively be governed by, and construed in accordance with, the laws of the State of Florida, located in Pinellas County, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Each Party irrevocably agrees that any action, suit or proceeding brought concerning or relating to this Agreement shall only be brought in the courts in Pinellas County, Florida, or in the U.S. District Court for the Middle District of Florida, Tampa Division.

IN WITNESS WHEREOF, Seller and Buyer have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

[SIGNATURE PAGE TO FOLLOW]

**TIMES PUBLISHING COMPANY**


**("Seller")**

By:   
Name: Andrew P. Corty  
Title: Vice-President

**AGREED TO AND ACCEPTED:**

**THE POYNTER INSTITUTE FOR MEDIA STUDIES,  
INC.**

**("Buyer")**

By:   
Name: Neil Brown  
Title: President

Schedule 1

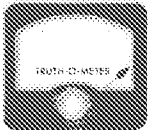
ASSIGNED TRADEMARKS/SERVICE MARKS AND REGISTRATIONS:

Trademark/Service Mark Registrations - USPTO:

POLITIFACT, Registration No. 3,414,273

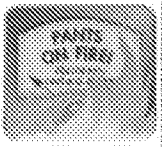
PUNDITFACT, Registration No. 4,885,922

TRUTH-O-METER (Logo), Registration No. 3,855,824



TRUTH-O-METER, Registration No. 3,855,782

PANTS ON FIRE! POLITIFACT TRUTH-O-METER (Logo), Registration No. 5,011,920



SETTLE IT! POLITIFACTS ARGUMENT ENDER (Logo), Registration No. 4,349,343

**Settle It!**  
PolitiFact's Argument Ender