

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582674

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900554244

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
News America Marketing Properties L.L.C.		05/05/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CB Neptune Holdings, LLC
Street Address:	20 Westport, #100
City:	Wilton
State/Country:	CONNECTICUT
Postal Code:	06897
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	3810840	BACK TO SCHOOL BACK TO SAVINGS
Registration Number:	3630701	BACK TO SCHOOL BACK TO SAVINGS
Registration Number:	2901602	CARTS
Registration Number:	1667820	CARTS
Registration Number:	3449091	DIRECT2CARD
Registration Number:	2202280	NEW YEAR NEW YOU
Registration Number:	3827755	NEW YEAR, NEW YOU
Registration Number:	2997875	NEWS AMERICA MARKETING
Registration Number:	2023543	PRICE FEATURE PLUS
Registration Number:	1679615	SHELFTAKE ONE
Registration Number:	2930557	SHELFTALK
Registration Number:	2879339	SHELFTALK
Registration Number:	3973503	SHELFVISION VIDEO
Registration Number:	3291419	SHORTCUTS
Registration Number:	2582589	SMART MATRIX
Registration Number:	2186735	SMARTSOURCE
Registration Number:	4142610	SMARTSOURCE
Registration Number:	2554497	SMARTSOURCE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4146264	SMARTSOURCE
Registration Number:	5114286	SMARTSOURCE
Registration Number:	2318250	SMARTSOURCE
Registration Number:	2908548	SMARTSOURCE BIG GAME EXTRAVAGANZA
Registration Number:	2608682	SMARTSOURCE COUPON MACHINE
Registration Number:	2877531	SMARTSOURCE COUPON MACHINE
Registration Number:	2508085	SMARTSOURCE DIRECT
Registration Number:	2874691	SMARTSOURCE FLOORTALK
Registration Number:	3519828	SMARTSOURCE FLOORTALK
Registration Number:	3884091	SMARTSOURCE HEART SMART
Registration Number:	2319422	SMARTSOURCE MAGAZINE
Registration Number:	4087120	SMARTSOURCE PRICE POP GUARANTEED
Registration Number:	3909128	SMARTSOURCE PRICE POP GUARANTEED
Registration Number:	2904795	SMARTSOURCE SHELFTAKE ONE
Registration Number:	2879355	SMARTSOURCE SHELFTAKE ONE
Registration Number:	3027817	SMARTSOURCE SHELFTALK BANNER
Registration Number:	3137928	SMARTSOURCE SHELFTALK BANNER
Registration Number:	2736898	SMARTSOURCE SHOWCASE
Registration Number:	2643018	SMARTSOURCE.COM
Registration Number:	2901613	SSCM SMARTWRAP
Registration Number:	3952459	WE HAVE SOMETHING IN STORE FOR YOUR BRAN

CORRESPONDENCE DATA

Fax Number: 6173214418

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: 617-570-1416

Email: patentBOS@goodwinlaw.com,dbentley@goodwinlaw.com

Correspondent Name: GOODWIN PROCTER, LLP

Address Line 1: 100 NORTHERN AVENUE

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER: 143862-306605

NAME OF SUBMITTER: Denise Bentley

SIGNATURE: /Denise Bentley/

DATE SIGNED: 06/23/2020

Total Attachments: 10

source=Notice of Non-Recordation-Project Neptune-NAM Properties Trademark Assignment (EXECUTED)
All#page1.tif

source=Notice of Non-Recordation-Project Neptune-NAM Properties Trademark Assignment (EXECUTED)
All#page2.tif

source=Notice of Non-Recordation-Project Neptune-NAM Properties Trademark Assignment (EXECUTED)
All#page3.tif

source=Notice of Non-Recordation-Project Neptune-NAM Properties Trademark Assignment (EXECUTED)
All#page4.tif

source=Notice of Non-Recordation-Project Neptune-NAM Properties Trademark Assignment (EXECUTED)
All#page5.tif

source=Notice of Non-Recordation-Project Neptune-NAM Properties Trademark Assignment (EXECUTED)
All#page6.tif

source=Notice of Non-Recordation-Project Neptune-NAM Properties Trademark Assignment (EXECUTED)
All#page7.tif

source=Notice of Non-Recordation-Project Neptune-NAM Properties Trademark Assignment (EXECUTED)
All#page8.tif

source=Notice of Non-Recordation-Project Neptune-NAM Properties Trademark Assignment (EXECUTED)
All#page9.tif

source=Notice of Non-Recordation-Project Neptune-NAM Properties Trademark Assignment (EXECUTED)
All#page10.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 5th day of May, 2020, by and between News America Marketing Properties L.L.C., a Delaware limited liability company (the "Company"), and CB Neptune Holdings, LLC, a Delaware limited liability company ("Buyer").

WHEREAS, Company holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A and incorporated by reference (the "Marks").

WHEREAS, News Preferred Holdings Inc., a Delaware corporation, News Corporation, a Delaware corporation, CB Neptune Canada Sub Inc., a British Columbia corporation, and Buyer have entered into that certain Share and Asset Purchase Agreement, dated March 31, 2020 (the "Purchase Agreement") pursuant to which Buyer is acquiring all of Company's right, title and interest in and to the Transferred Assets (as defined in the Purchase Agreement), together with the goodwill of the business symbolized thereby.

WHEREAS, Company now wishes to assign the Marks to Buyer, and Buyer is desirous of acquiring the Marks from Company, together with the goodwill of the business symbolized thereby.

WHEREAS, Company is conveying the Marks to Buyer as part of the Transferred Assets.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Company does hereby sell, assign, convey and transfer unto Buyer, its successors, assigns, and legal representatives, Company's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Buyer's sole use and enjoyment.

Company further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Buyer, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Buyer is hereby

authorized to record this Assignment with the United States Patent & Trademark Office and any similar office of any country or countries foreign to the United States.

The Company hereby further assigns, transfers and conveys to the Buyer any and all claims that Company may hold for damages for reason of past, present or future infringement of the Marks.

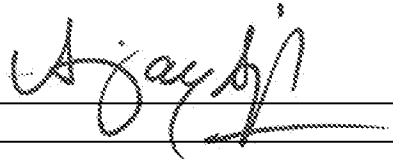
No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Company and Buyer, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

Nothing in this Assignment shall change, amend, limit, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Purchase Agreement or any liability or obligation of the Company or Buyer arising under the Purchase Agreement, which shall govern the representations, warranties and obligations of the parties hereunder with respect to the Marks. In the event that any of the provisions of this Assignment are determined to conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

**News America Marketing
Properties L.L.C.:**
Name: Ajay Singh
Signature:
Title: Chief Operating Officer



CB Neptune Holdings, LLC:
Name:
Signature:
Title:

Signature page to Trademark Assignment

CB Neptune Holdings, LLC:

Name:

Signature:

Title:

DocuSigned by:
Brandon C. White
Brandon C. White
President
7E442FBDA2114BF...

Signature page to Patent Assignment

**TRADEMARK
REEL: 006977 FRAME: 0301**

SCHEDULE A

Mark	Serial No. / Filing Date	Registration No. / Registration Date	Country
AD TROLLEY; AD TROLLEYS (series)	137837 / Jul 7 1981	137837 / Apr 7 1994	New Zealand
AD TROLLEYS	727635 / Feb 12 1997	727635 / May 25 1999	Australia
AISLEVISION	1889367 / Mar 21 2018	Pending	Canada
BACK TO SCHOOL BACK TO SAVINGS & DESIGN	77/887,771 / Dec 7 2009	3,810,840 / Jun 29 2010	USA
BACK TO SCHOOL BACK TO SAVINGS & DESIGN (revised)	77/598,279 / Oct 22 2008	3,630,701 / Jun 2 2009	USA
CARTS	00-064971 / Aug 30 2000	239336 / Jul 18 2001	Colombia
CARTS	78/250,964 / May 16 2003	2,901,602 / Nov 9 2004	USA
CARTS	74/120,810 / Dec 5 1990	1,667,820 / Dec 10 1991	USA
DIRECT2CARD	77/308,778 / Oct 19 2007	3,449,091 / Jun 17 2008	USA
FLOOR MEDIA; FLOORMEDIA	274745 / Mar 27 1997	274745 / Sept 9 1997	New Zealand
FLOORTALK; FLOOR TALK	725345 / Feb 17 2005	725345 / Dec 8 2005	New Zealand
ICM	97 022.479 / Apr 28 1997	248598 / Feb 6 2002	Colombia
INFOPRODUCE	2000-010844 / Jun 20 2000	P-237691 / Jun 28 2002	Venezuela
INFOPRODUCE	2000-010843 / Jun 20 2000	S-019400 / Jun 28 2002	Venezuela
INFOSHELF & DESIGN	677199 / Nov 6 1995	677199 / Nov 6 1995	Australia
INSTANT COUPON MACHINE	1996/00261 / Jan 9 1996	1996/00261 / Dec 11 1998	South Africa
L'ECONOMACHINE	0699558 / Feb 28 1992	TMA422589 / Jan 28 1994	Canada
NEW YEAR NEW YOU	75/322,010 / Jul 10 1997	2,202,280 / Nov 3 1998	USA
NEW YEAR, NEW YOU	77/899,989 / Dec 23 2009	3,827,755 / Aug 3 2010	USA
NEWS AMERICA MARKETING	78/457,105 / Jul 27 2004	2,997,875 / Sep 20 2005	USA
PLAN & SAVE	0782146 / May 5 1995	TMA459806 / Jun 21 1996	Canada
PRICE FEATURE PLUS	0799654 / Dec 13 1995	TMA491823 / Mar 23 1998	Canada
PRICE FEATURE PLUS	75/011,706 / Oct 30 1995	2,023,543 / Dec 17 1996	USA
SHELF VISION	205649 / Oct 23 1990	205649 / Jun 27 1994	New Zealand
SHELFTAKE ONE	74/130,498 / Nov 21 1990	1,679,615 / Mar 17 1992	USA
SHELFTAKE ONE	2000-010842 / Jun 20 2000	S-019399 / June 28 2002	Venezuela
SHELFTALK	111881 / Apr 15 1997	111881 / Feb 7 1999	Israel
SHELFTALK	000238639-2005 / Apr 14 2005	S00038813 / Jul 25 2005	Peru
SHELFTALK	78/243,824 / Apr 30 2003	2,930,557 / Mar 8 2005	USA
SHELFTALK	78/243,841 / Apr 30 2003	2,879,339 / Aug 31 2004	USA

Schedule A to Trademark Assignment

**TRADEMARK
REEL: 006977 FRAME: 0302**

Mark	Serial No. / Filing Date	Registration No. / Registration Date	Country
SHELFTALK	2000-010845 / Jun 20 2000	S-019401 / Jun 28 2002	Venezuela
SHELFTALK; SHELF TALK	725344 / Feb 17 2005	725344 / Oct 6 2005	New Zealand
SHELFVISION	0556250 / Jan 3 1986	TMA364690 / Feb 2 1990	Canada
SHELFVISION VIDEO	85/137,927 / Sep 24 2010	3,973,503 / Jun 7 2011	USA
SHORTCUTS	1329455 / Dec 22 2006	TMA838945 / Dec 21 2012	Canada
SHORTCUTS	77/020,795 / Oct 13 2006	3,291,419 / Sep 11 2007	USA
SMART MATRIX	75/506,288 / Jun 22 1998	2,582,589 / Jun 18 2002	USA
SMART SOURCE	98 712 896 / Jan 14 1998	98 712 896 / Jun 17 1998	France
SMART SOURCE	209626 / May 22 1998	209626 / May 22 1998	Ireland
SMART SOURCE	1998/08756 / May 22 1998	1998/08756 / Sep 3 2001	South Africa
SMART SOURCE	1998/08757 / May 22 1998	1998/08757 / Nov 5 2002	South Africa
SMART SOURCE	2153968 / Dec 19 1997	2153968 / Dec 19 1997	United Kingdom
SMARTSHELF	0710707 / Aug 10 1992	TMA433348 / Sep 16 1994	Canada
SMARTSOURCE	0867204 / Jan 23 1998	TMA539813 / Jan 17 2001	Canada
SMARTSOURCE	1,157,776 / Nov 1 2002	TMA652565 / Nov 10 2005	Canada
SMARTSOURCE	2023235 / Mar 15 2018	1,887,545 / May 24 2018	Mexico
SMARTSOURCE	2023236 / Mar 15 2018	1,887,546 / May 24 2018	Mexico
SMARTSOURCE	75/228,463 / Jan 21 1997	2,186,735 / Sep 1 1998	USA
SMARTSOURCE	85/430,342 / Sep 23 2011	4,142,610 / May 15 2012	USA
SMARTSOURCE	75/520,109 / Jul 16 1998	2,554,497 / Apr 2 2002	USA
SMARTSOURCE	85/430,348 / Sep 23 2011	4,146,264 / May 22 2012	USA
SMARTSOURCE	87/045,061 / May 20 2016	5,114,286 / Jan 3 2017	USA
SMARTSOURCE	75/533,356 / Aug 10 1998	2,318,250 / Feb 15 2000	USA
SMARTSOURCE BIG GAME EXTRAVAGANZA	78/303,492 / Sep 22 2003	2,908,548 / Dec 7 2004	USA
SMARTSOURCE CARTS	1,287,283 / Jan 24 2006	TMA691418 / Jul 5 2007	Canada
SMARTSOURCE COUPON MACHINE	1,287,285 / Jan 24 2006	TMA691492 / Jul 6 2007	Canada
SMARTSOURCE COUPON MACHINE	76/068,281 / Jun 12 2000	2,608,682 / Aug 20 2002	USA
SMARTSOURCE COUPON MACHINE	78/284,891 / Aug 8 2003	2,877,531 / Aug 24 2004	USA
SMARTSOURCE DIRECT	75/923,234 / Feb 18 2000	2,508,085 / Nov 13 2001	USA
SMARTSOURCE FLOORTALK	1,287,298 / Jan 24 2006	TMA682294 / Feb 23 2007	Canada
SMARTSOURCE FLOORTALK	78/264,959 / Jun 20 2003	2,874,691 / Aug 17 2004	USA

Mark	Serial No. / Filing Date	Registration No. / Registration Date	Country
SMARTSOURCE FLOORTALK	77/424,948 / Mar 18 2008	3,519,828 / Oct 21 2008	USA
SMARTSOURCE FREEZERTALK	1,287,300 / Jan 24 2006	TMA682292 / Feb 23 2007	Canada
SMARTSOURCE HEART SMART	77/848,531 / Oct 14 2009	3,884,091 / Nov 30 2010	USA
SMARTSOURCE INSIDE	1,423,864 / Jan 8 2009	TMA770001 / Jun 17 2010	Canada
SMARTSOURCE MAGAZINE	75/655,365 / Mar 8 1999	2,319,422 / Feb 15 2000	USA
SMARTSOURCE PRICE POP GUARANTEED	85/326,413 / May 20 2011	4,087,120 / Jan 17 2012	USA
SMARTSOURCE PRICE POP GUARANTEED	77/880,875 / Nov 25 2009	3,909,128 / Jan 18 2011	USA
SMARTSOURCE SHELFTAKE ONE	1,287,281 / Jan 24 2006	TMA691417 / Jul 5 2007	Canada
SMARTSOURCE SHELFTAKE ONE	78/248,308 / May 12 2003	2,904,795 / Nov 23 2004	USA
SMARTSOURCE SHELFTAKE ONE	78/248,322 / May 12 2003	2,879,355 / Aug 31 2004	USA
SMARTSOURCE SHELFTALK	1,287,302 / Jan 24 2006	TMA694319 / Aug 20 2007	Canada
SMARTSOURCE SHELFTALK BANNER	78/477,727 / Sep 2 2004	3,027,817 / Dec 13 2005	USA
SMARTSOURCE SHELFTALK BANNER	78/477,739 / Sep 2 2004	3,137,928 / Sep 5 2006	USA
SMARTSOURCE SHELFBVISION	1,287,303 / Jan 24 2006	TMA686650 / Apr 26 2007	Canada
SMARTSOURCE SHOWCASE	1,287,282 / Jan 24 2006	TMA683471 / Mar 13 2007	Canada
SMARTSOURCE SHOWCASE	78/170,229 / Oct 2 2002	2,736,898 / Jul 15 2003	USA
SMARTSOURCE.COM	78/090,317 / Oct 26 2001	2,643,018 / Oct 29 2002	USA
SMARTSOURCE; SMART SOURCE	658594 / Jun 11 2002	658594 / Nov 3 2003	New Zealand
SSCM SMARTWRAP	1,287,301 / Jan 24 2006	TMA682190 / Feb 23 2007	Canada
SSCM SMARTWRAP	78/252,643 / May 21 2003	2,901,613 / Nov 9 2004	USA
TAKE ONE	281893 / Sep 3 1997	281893 / Dec 9 2002	New Zealand
UTILISOURCE	1064149 / Jun 21 2000	TMA577568 / Mar 19 2003	Canada
UTILISOURCE COQUILLE ECONOMACHINE	1,287,296 / Jan 24 2006	TMA683485 / Mar 13 2007	Canada
UTILISOURCE ECONOMACHINE	1,287,292 / Jan 24 2006	TMA683486 / Mar 13 2007	Canada

Mark	Serial No. / Filing Date	Registration No. / Registration Date	Country
UTILISOURCE PROMO TABLETTES	1,287,165 / Jan 24 2006	TMA691416 / Jul 5 2007	Canada
UTILISOURCE PUB CHARIOTS	1,287,286 / Jan 24 2006	TMA689654 / Jun 13 2007	Canada
UTILISOURCE PUB FRIGO	1,287,299 / Jan 24 2006	TMA691493 / Jul 6 2007	Canada
UTILISOURCE PUB PLANCHER	1,287,295 / Jan 24 2006	TMA689656 / Jun 13 2007	Canada
UTILISOURCE PUB POP- UP	1,287,291 / Jan 24 2006	TMA689655 / Jun 13 2007	Canada
UTILISOURCE PUB SIGNET	1921166 / Sept 20 2018	Pending	Canada
UTILISOURCE PUB TABLETTES	1,287,297 / Jan 24 2006	TMA689657 / Jun 13 2007	Canada
WE HAVE SOMETHING IN STORE FOR YOUR BRAND!	85/021,873 / Apr 23 2010	3,952,459 / Apr 26 2011	USA