

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587307

<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>
Northside Media Inc.		05/20/2020	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brooklyn Magazine LLC		
<b>Street Address:</b>	2896 Shell Rd		
<b>Internal Address:</b>	Suite 515		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11224		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4673315	BROOKLYN MAGAZINE	
<b>Registration Number:</b>	5305957	BROOKLYN MAGAZINE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2023390303		
<b>Email:</b>	andy@mstreetlegal.com		
<b>Correspondent Name:</b>	Andrew Mirsky		
<b>Address Line 1:</b>	2301 N Street NW		
<b>Address Line 2:</b>	Suite 313		
<b>Address Line 4:</b>	Washington, D.C. 20037		
<b>NAME OF SUBMITTER:</b>	Andrew Mirsky		
<b>SIGNATURE:</b>	/andrew mirsky/		
<b>DATE SIGNED:</b>	07/19/2020		
<b>Total Attachments: 3</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT (the “Assignment”) is made as of May 20, 2020, by and between Northside Media, Inc., a New York corporation (the “Assignor”), located at 590 Bergen Street, Brooklyn, NY 11238, and Brooklyn Magazine, LLC, a New York limited liability company (the “Assignee”), located at 2896 Shell Rd, Suite 515, Brooklyn, NY 11224 (collectively, the “Parties”) and hereby provides:

**WHEREAS**, Assignor is the sole owner of all rights, title and interest in and to the service marks and/or trademarks depicted and described in **Exhibit A**, attached hereto and made a part hereof, and to the goodwill and reputation of the business connected with and symbolized by these service marks and/or trademarks (collectively, the “Trademarks”);

**WHEREAS**, Assignor desires to assign to Assignee all of Assignor’s rights, title, and interest that it may have in and to the Trademarks within the United States, together with the goodwill of the business in connection with which the Trademarks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks; and

**WHEREAS**, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks.

**NOW THEREFORE**, in consideration for the mutual covenants contained herein, the above recitals that are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment**. Assignor hereby assigns and conveys to Assignee all rights, title, and interest that Assignor may have, free and clear of any liens or encumbrances, in and to the Trademarks as used or any portion thereof, together with the goodwill of the business connected with the use of, and that is symbolized by, the Trademarks, along with Assignor’s right to recover for damages and profits for any past infringements of the Trademarks.

2. **Authorization**. Assignor hereby authorizes and requests all appropriate trademark offices to issue certificates of registration issued by any and all countries and states within the United States to Assignee. Assignor hereby represents and covenants that it has the full right to convey the interest herein assigned and that it has not executed and will not execute any agreement or document that is in conflict herewith.

3. **Future Assurances**. Assignor agrees that upon the written request of Assignee, it shall execute and deliver all papers and do all other reasonable acts necessary to carry out the intent of this Assignment and that Assignee may reasonably request in order to vest all of Assignor’s right, title, and interest in and to the Trademarks in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession or control of Assignor.

4. **Binding Effect**. This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors, and assigns, as the case may be, and all others acting by, through, with, or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

5. **Applicable Law.** This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the State of New York without reference to its conflict of laws provisions.

6. **Recordation.** Assignee shall have the right to record freely this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the United States Patent and Trademark Office.

7. **General.** This Assignment is the final and complete understanding of the Parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, and agreements concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing signed by all the Parties.

IN WITNESS WHEREOF this Assignment has been executed and made effective as of the date first written above.

ASSIGNOR:

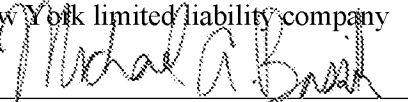
NORTHSIDE MEDIA, INC.,  
a New York corporation

By: 

\_\_\_\_\_  
Daniel Stedman, Owner

ASSIGNEE:

BROOKLYN MAGAZINE, LLC,  
a New York limited liability company

By: 

\_\_\_\_\_  
Michael Bassik, President

**EXHIBIT A**

**FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BROOKLYN MAGAZINE	86353907	4673315	January 13, 2015
BROOKLYN MAGAZINE	87349844	5305957	October 10, 2017