

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM587654

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penguin Random House LLC		07/13/2020	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Name:	Julie Grau		
Street Address:	c/o Levine Plotkin & Menin LLP		
Internal Address:	888 Seventh Avenue, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Cindy Spiegel		
Street Address:	c/o Levine Plotkin & Menin LLP		
Internal Address:	888 Seventh Avenue, 10th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3578948	SPIEGEL & GRAU	
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:	(212) 245-6565		
Email:	sgrossman@lpmny.com		
Correspondent Name:	Stacy J. Grossman		
Address Line 1:	Levine Plotkin & Menin LLP		
Address Line 2:	888 Seventh Avenue, 10th Floor		
Address Line 4:	New York, NEW YORK 10106		

OP \$40.00 3578948

NAME OF SUBMITTER:	Stacy J. Grossman
SIGNATURE:	/Stacy J. Grossman/
DATE SIGNED:	07/21/2020
Total Attachments: 2 source=Spiegel and Grau TM Assignment#page1.tif source=Spiegel and Grau TM Assignment#page2.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 3rd day of July, 2020 by and between Penguin Random House LLC, a company with an address at 1745 Broadway, New York, New York 10019 ("Assignor") on the one hand, and Julie Grau and Cindy Spiegel, individuals with an address at c/o Levine Plotkin and Menin LLP, 888 Seventh Avenue, 10th Floor, New York, New York 10106 (collectively, "Assignee") on the other.

WHEREAS, Assignor is the owner of the U.S. Trademark Registration No. 3578948 for the mark SPIEGEL & GRAU (and Design), together with the goodwill of the business symbolized thereby (the "Trademark"); and

WHEREAS, Assignor has agreed to sell, convey, assign and transfer to Assignee all of Assignor's right, title and interest in the Trademark, along with any common law rights related thereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:


- Assignment.** Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademark and any and all goodwill of the business symbolized thereby, including all common law rights and rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof. For the avoidance of doubt, all rights in the name "Spiegel & Grau" that are not included in the Trademark are assigned by Assignor to Assignee in the grant set forth above. Assignor hereby transfers all rights in all URLs, social media handles and other similar assets that include the Trademark and/or the name "Spiegel & Grau" to Assignee, including without limitation the www.spiegelandgrau.com URL and the Facebook, Instagram, Twitter and Tumblr handles for Spiegel & Grau. Assignor agrees to take such steps as are necessary to effectuate such transfers. Notwithstanding the foregoing, Assignor shall not be required to assign to Assignee any URL in which the name "Spiegel & Grau" (or any derivative thereof) is affixed as part of a sub-domain (e.g. randomhouse.com/spiegelandgrau) or where the primary "SpiegelandGrau" domain is coupled with the name of a book author or title (e.g. spiegelandgrau.com/mattaibbi or spiegelandgrau.com/saragrued), provided that Assignor will cease using such unassigned URL's that include the name "Spiegel & Grau" except to redirect traffic to other websites.
- No Warranties.** Each of the parties represents and warrants that it has the authority to enter into this assignment agreement. Assignor makes no warranties, express or implied, with respect to the Trademark.
- Further Assurances.** Assignor shall take all further actions, and provide to Assignee all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee, at Assignee's cost and expense, to more fully and effectively effectuate the

purpose of this Assignment, including, without limitation, with respect to the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world, including the execution and delivery of assignments in recordable form necessary to assign such rights.

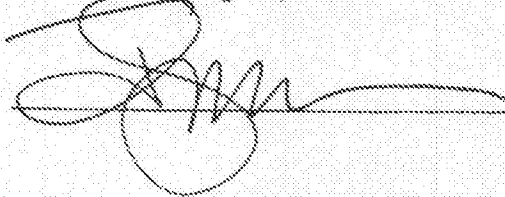
4. Direction to Record. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any other applicable countries, to record Assignee as the assignee and owner of the Trademark.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date first written above by its duly authorized representative.


Penguin Random House LLC (Assignor)


By: MATTHEW E. MARTIN
Its: Senior Vice President
Deputy General Counsel

Julie Grau (Assignee)



Cindy Spiegel (Assignee)

Celina


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