

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM596391

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900566007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canopy Crest Corporation		03/31/2020	Corporation: DELAWARE
CNN Interactive Group, Inc.		08/24/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Cable News Network, Inc.
Doing Business As:	
Street Address:	One CNN Center
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88055575	CANOPY

CORRESPONDENCE DATA

Fax Number:

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: 4048275122
Email: cnnuspto@turner.com
Correspondent Name: Jennifer M. Gruber
Address Line 1: 1050 TECHWOOD DRIVE, NW
Address Line 2: The Gate/3rd Floor
Address Line 4: ATLANTA, GEORGIA 30318

NAME OF SUBMITTER:	Jennifer M. Gruber
SIGNATURE:	/Jennifer M. Gruber/
DATE SIGNED:	09/08/2020

Total Attachments: 14

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ASSIGNMENT OF TRADEMARK

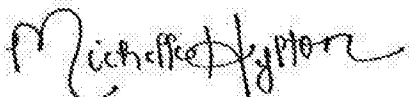
Whereas, the Assignor, CNN Interactive Group, Inc. (a Delaware corporation) of One CNN Center, Atlanta, Georgia 30303 USA, owns trademark application number 8055575, for the word mark, CANOPY.

Whereas, Cable News Network, Inc. (a Delaware corporation), the Assignee, of One CNN Center, Atlanta, Georgia 30303 USA.

Whereas, The Assignee desires to acquire from the Assignor all of Assignor's right, title and interest in and to the Trademark application and/or registration, together with the benefit of any use of the Trademark by the Assignor, and the goodwill of the business relations to the Trademark and to the wares or services associated with it, to hold unto the Assignee absolutely.

Now therefore, for good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

Trademark Assignment, the Assignor hereby sells, transfers and assigns to the Assignee, its successors and assigns, the Assignor's entire right, title and interest in and to the Trademark application and/or registrations, together with (i) the benefit of any use of the Trademark by the Assignor (ii) the goodwill of the business relations to the Trademark and to the wares or services associated with it, (iii) all income, royalties and damages hereafter due or payable to Assignor with respect to the Trademark(s) to hold unto the Assignee absolutely.



(Signature of assignor);

August 24, 2020

Date of Execution

Michelle Hylton

Michelle Hylton

Assistant Secretary

CNN Interactive Group, Inc.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment Agreement”) is made and effective as of March 31, 2020, by Canopy Crest Corporation (“Assignor”), a Delaware corporation, and CNN Interactive Group, Inc. (“Assignee”), a Delaware corporation. All capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated concurrently herewith (the “Purchase Agreement”), pursuant to which Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s rights, title and interest in and to the Acquired Assets, free and clear of all Liens, including, without limitation, all Intellectual Property owned, licensed or held by Assignor.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute this Assignment Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Definition of Intellectual Property. “Intellectual Property” means all (a) United States and foreign patents and patent applications of any kind, (b) copyrights (including all unregistered copyrights in any works of authorship such as software, documentation associated therewith, marketing materials, photographs, images, and other works of art, mask-works, and other published or unpublished works, and any United States or foreign copyright and/or mask work registrations and applications for registration, and any rights or licenses in the foregoing), (c) unpatented inventions (whether or not patentable), trade secrets, know-how and proprietary information, including (in whatever form or medium), data, information, discoveries, ideas, compositions, formulas, computer programs (including source and object codes), databases, drawings, designs, plans, proposals, presentations, specifications, photographs, samples, models, methodologies, processes, procedures, manuals, reports, financial, marketing and business data, and pricing and cost information, correspondence and notes, and any rights or licenses in the foregoing which may be sublicensed to any person or other legal entity, (d) trademarks, trade names, applications for trademark registration, service marks, applications for service mark registration, logos, domain names and URLs, online accounts, handles, identities and personas, registrations and applications for registrations pertaining to the foregoing, (e) any derivations, renewals, extensions and/or improvements of the foregoing, and (f) all goodwill and any moral rights associated with the foregoing.

2. Assignment of Intellectual Property. Assignor does hereby transfer, convey, assign, grant, contribute and deliver to Assignee its full, exclusive and entire right, title, and interest in and to all Intellectual Property owned, licensed or held by Assignor as of and prior to the effective date of this Assignment Agreement, including all associated rights to sue for and

recover any damages or other remedies arising from any and all claims of past, present, and/or future infringement, misappropriation or other violation thereof, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment Agreement not been made.

3. Contingency License. To the extent the foregoing assignment is ineffective for any reason, Assignor hereby grants to Assignee the exclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, worldwide right and license (including the right to sublicense through multiple tiers of sublicensees) to make, reproduce, perform, display, modify, create derivative works of, use, sell, offer for sale, import, export, and otherwise exploit, protect and enforce any and all affected Intellectual Property.

4. Waiver of Moral Rights. In addition, to the extent not assignable to Assignee hereunder, Assignor hereby irrevocably and perpetually waives any and all moral rights relating to the assigned Intellectual Property, including, without limitation, any and all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like. This waiver shall include rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modification or destruction. Assignor hereby covenants not to bring or participate in any action against Assignee or its successor in interest for infringement of such rights.

5. Further Assurances. Upon reasonable request and at Assignee's expense, Assignor shall, without any additional consideration, execute all documents, including any and all applications, assignments, rightful oaths and declarations and other instruments which Assignee or its successor in interest deems necessary to apply for, obtain, defend, and enforce proper protection for any patent or other registration included in or arising from the assigned Intellectual Property in the United States and any other country throughout the world. Assignor further agrees that all necessary records of Assignor, including records to establish inventorship, priority of invention, dates of use, ownership or any other facts and circumstances, will be made available at no additional charge to Assignee, in the event such records are needed in connection with any of the assigned Intellectual Property.

6. Confirmatory Patent and Trademark Assignments; Recordings. Assignor shall execute the confirmatory Patent Assignment Agreement attached hereto as Appendix A and the confirmatory Trademark Assignment Agreement attached hereto as Appendix B to confirm the assignment herein of Assignor's pending patent and trademark applications, for purposes of recording such assignment with the United States Patent and Trademark Office. In addition, Assignor hereby acknowledges that an executed copy of this Assignment may be filed with the United States Patent and Trademark Office, the United States Copyright Office or with the intellectual property authority of any other country or region, as applicable, by Assignee or its successor in interest at any time.

7. Successors and Assigns. Assignor hereby acknowledges that the terms and provisions of this Assignment Agreement and the respective rights and obligations of Assignor and rights of Assignee hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

8. Relation to Purchase Agreement. Notwithstanding anything to the contrary contained herein, the terms of this Assignment Agreement are subject to the terms, provisions, conditions and limitations set forth in the Purchase Agreement, and Assignor and Assignee hereby acknowledge and agree that none of the representations, warranties, covenants and agreements, nor the rights, remedies or obligations of the parties to the Purchase Agreement shall be deemed to be enlarged, diminished, modified or altered in any way by this Assignment Agreement, but shall remain in full force and effect to the full extent provided therein. In the event the terms of this Assignment Agreement conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern.

9. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, the making, performance, interpretation, and construction of this Assignment Agreement shall be determined and governed exclusively by and in accordance with the laws of the State of New York, exclusive of any conflict of law rules which may refer to the laws of another jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Assignment Agreement, have caused this Assignment Agreement to be executed by individuals authorized to legally bind the parties, effective as of the day and year first above written.

CANOPY CREST CORPORATION

CNN INTERACTIVE GROUP, INC.

By:  _____

By: _____

Name: Brian Whitman

Name: Andrew Morse

Title: President and Chief Executive Officer

Title: Executive Vice President

* * * *

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Assignment Agreement, have caused this Assignment Agreement to be executed by individuals authorized to legally bind the parties, effective as of the day and year first above written.

CANOPY CREST CORPORATION

CNN INTERACTIVE GROUP, INC.

By: _____

By: _____

Name: Brian Whitman

Name: Andrew Morse

Title: President and Chief Executive Officer

Title: Executive Vice President

* * * *

Appendix A

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT is made and effective as of March 31, 2020 by Canopy Crest Corporation (“Assignor”), a Delaware corporation, and CNN Interactive Group, Inc. (“Assignee”), a Delaware corporation.

WHEREAS, Assignor is the owner of certain United States patent applications and desires to transfer all right, title and interest therein and thereto to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Patents. Assignor does hereby transfer, convey, assign, grant, contribute and deliver to Assignee its full, exclusive and entire right, title, and interest in and to the following patent applications:

- a. United States provisional patent application number 62/752897, filed October 30, 2018 and entitled “Cross Media Personalization System That Keeps Data Locally Private,”
- b. United States provisional patent application number 62/869202, filed July 1, 2019 and entitled “Shy: A Generative Noising Scheme To Maintain User Privacy At Recommendation Time,”
- c. United States provisional patent application number 62/943364, filed December 4, 2019 and entitled “Attempt at Private Recommendation,”
- d. United States provisional patent application number 16/667331, filed October 29, 2019 and entitled “Content Identification With Privacy and Security,”

and in and to (w) any divisions, continuations, continuations-in-part, renewals, reexaminations, and reissues thereof, and in and to all inventions and improvements disclosed and described therein, (x) any corresponding (in whole or in part) future United States or foreign patents and patent applications, (y) the right to claim any applicable priority rights arising from the foregoing or otherwise required for said corresponding future United States or foreign patents and applications under the terms of any applicable conventions, treaties, statutes, or regulations, and (z) all associated rights to sue for and recover any damages or other remedies arising from any and all claims of past, present, and/or future infringement, misappropriation or other violation thereof (collectively “the Patent Rights”), the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Patent Assignment Agreement not been made.

2. Issuance to Assignee. Assignor hereby requests the United States Commissioner for Patents to issue any and all United States patents arising from the Patent Rights to Assignee, as the assignee, for its interest and for the sole use and benefit of Assignee and its assigns and

legal representatives.

3. Further Assurances. Upon reasonable request, Assignor shall, without any additional consideration, execute all documents, including all divisional, continuing, renewal, reissue, counterpart, and other applications, all assignments, rightful oaths and declarations and any other instruments Assignee or its successor in interest deems necessary to apply for, obtain, defend, and enforce proper protection for any patent applications and patents included in or arising from the Patent Rights in the United States and any other country throughout the world.

4. Recordings. Assignor hereby acknowledges that an executed copy of this Patent Assignment Agreement may be filed with the United States Patent and Trademark Office or with the intellectual property authority of any other country or region, as applicable, by Assignee or its successor in interest at any time.

5. Successors and Assigns. Assignor hereby acknowledges that the terms and provisions of this Patent Assignment Agreement and the respective rights and obligations of Assignor and rights of Assignee hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

6. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, the making, performance, interpretation, and construction of this Patent Assignment Agreement shall be determined and governed exclusively by and in accordance with the laws of the State of New York, exclusive of any conflict of law rules which may refer to the laws of another jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Patent Assignment Agreement, have caused this Patent Assignment Agreement to be executed by individuals authorized to legally bind the parties, effective as of the day and year first above written.

CANOPY CREST CORPORATION

CNN INTERACTIVE GROUP, INC.

By:  _____

By: _____

Name: Brian Whitman

Name: Andrew Morse

Title: President and Chief Executive Officer

Title: Executive Vice President

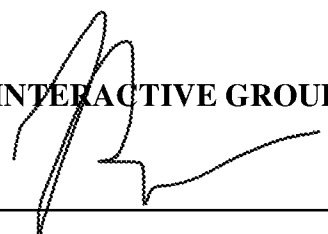
* * * *

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Patent Assignment Agreement, have caused this Patent Assignment Agreement to be executed by individuals authorized to legally bind the parties, effective as of the day and year first above written.

CANOPY CREST CORPORATION

CNN INTERACTIVE GROUP, INC.

By: _____

By:  _____

Name: Brian Whitman

Name: Andrew Morse

Title: President and Chief Executive Officer

Title: Executive Vice President

* * * *

Appendix B

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is made and effective as of March 31, 2020 by Canopy Crest Corporation (“Assignor”), a Delaware corporation, and CNN Interactive Group, Inc. (“Assignee”), a Delaware corporation.

WHEREAS, Assignor is the owner of certain United States trademark applications and desires to transfer all right, title and interest therein and thereto to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks. Assignor does hereby transfer, convey, assign, grant, contribute and deliver to Assignee its full, exclusive and entire right, title, and interest in and to the CANOPY trademark and the TONIC trademark, including United States Trademark Application No. 88055575 filed July 27, 2018 for the CANOPY trademark and United States Trademark Application No. 88549748 filed July 30, 2019 for the TONIC trademark (collectively the “Marks”), together with the goodwill of the business symbolized thereby and all associated rights to sue for and recover any damages or other remedies arising from any and all claims of past, present, and/or future infringement or other violation thereof, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Trademark Assignment Agreement not been made.

2. No Rights Retained. Assignor hereby acknowledges that it retains no right to use the Marks and agrees not to challenge or assist others to challenge the validity, or Assignee’s ownership, of the Marks. Assignor covenants that no assignment, sale, agreement or encumbrance has been made or will be made or entered into by Assignor that would conflict with this Trademark Assignment Agreement.

3. Further Assurances. Upon reasonable request, Assignor shall, without any additional consideration, execute all documents, including other applications, assignments, rightful oaths and declarations and any other instruments Assignee or its successor in interest deems necessary to apply for, obtain, defend, and enforce proper protection for the Marks in the United States and any other country throughout the world.

4. Recordings. Assignor hereby acknowledges that an executed copy of this Trademark Assignment Agreement may be filed with the United States Patent and Trademark Office or with the intellectual property authority of any other country or region, as applicable, by Assignee or its successor in interest at any time.

5. Successors and Assigns. Assignor hereby acknowledges that the terms and provisions of this Trademark Assignment Agreement and the respective rights and obligations of

Assignor and rights of Assignee hereunder shall be binding upon, and inure to the benefit of, their respective successors and assigns.

6. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, the making, performance, interpretation, and construction of this Trademark Assignment Agreement shall be determined and governed exclusively by and in accordance with the laws of the State of New York, exclusive of any conflict of law rules which may refer to the laws of another jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Trademark Assignment Agreement, have caused this Trademark Assignment Agreement to be executed by individuals authorized to legally bind the parties, effective as of the day and year first above written.

CANOPY CREST CORPORATION

CNN INTERACTIVE GROUP, INC.

By:  _____

By: _____

Name: Brian Whitman

Name: Andrew Morse

Title: President and Chief Executive Officer

Title: Executive Vice President

* * * *

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound by this Trademark Assignment Agreement, have caused this Trademark Assignment Agreement to be executed by individuals authorized to legally bind the parties, effective as of the day and year first above written.

CANOPY CREST CORPORATION

CNN INTERACTIVE GROUP, INC.

By: _____

By: _____

Name: Brian Whitman

Name: Andrew Morse

Title: President and Chief Executive Officer

Title: Executive Vice President

* * * *