

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606076

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Naviga Inc.		10/21/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Acquire Media U.S., LLC		
Street Address:	7900 International Drive Suite 800		
City:	Bloomington		
State/Country:	MINNESOTA		
Postal Code:	55425		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1653312	NEWSEGE	
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>			
Email:	aprilwhite@paulhastings.com		
Correspondent Name:	April White		
Address Line 1:	4747 Executive Dr. 12th Floor		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	46547.00010		
NAME OF SUBMITTER:	April White		
SIGNATURE:	/April White/		
DATE SIGNED:	10/30/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 21, 2020 (the "Effective Date") by and between **NAVIGA, INC.** (*formerly known as NEWSCYCLE SOLUTIONS, INC.*), a Delaware corporation, with its principal office at 7900 International Drive, Suite 800, Bloomington, MN 55425 ("Assignor"), and **ACQUIRE MEDIA U.S., LLC**, a Delaware limited liability company, with its principal office at 7900 International Drive, Suite 800, Bloomington, MN 55425 ("Assignee");

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignee accepted and assumed, and Assignor assigned, transferred, conveyed, and delivered, all of Assignor's right, title and interest in and to (a) all of the U.S. Assets (as defined in the Contribution Agreement) and (b) the U.S. Assumed Liabilities (as defined in the Contribution Agreement); and

WHEREAS, in connection with the transactions contemplated by the Contribution Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title, and interest in and to the United States trademark registrations set forth on Schedule A attached hereto, and the foreign trademark registrations set forth on Schedule B attached hereto, in each case, together with the goodwill of the AM Business (as defined in the Contribution Agreement) associated therewith (collectively, the "Marks").

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

1. Assignor hereby sells, assigns, transfers, and sets over to Assignee all of Assignor's right, title, and interest in and to the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties, and payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, and other legal representatives.

2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

3. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

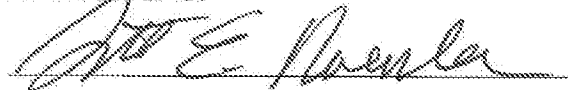
5. This Agreement may be executed by email or facsimile transmission, in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

NAVIGA INC.

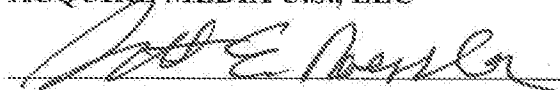


Name: Scott E. Roessler

Title: Chief Executive Officer

ASSIGNEE:

ACQUIRE MEDIA U.S., LLC



Name: Scott E. Roessler

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
NEWSEDGE	United States of America	74,008,090	12/5/1989	1,653,312	8/6/1991	Registered

SCHEDULE B

FOREIGN TRADEMARK REGISTRATIONS

Mark	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status
NEWSEDGE	Canada	1184628	7/16/2003	TMA633394	2/22/2005	Registered
NEWSEDGE	European Community Trademark	210120	4/1/1996	210120	5/15/1998	Registered