

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM618457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Environment & Energy Publishing, LLC		12/31/2020	Limited Liability Company: D.C.
RECEIVING PARTY DATA			
Name:	Politico LLC		
Street Address:	1000 Wilson Boulevard, 8th Floor		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5797218	GREENWIRE	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<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:	216-586-7149		
Email:	agott@jonesday.com, pcyngier@jonesday.com		
Correspondent Name:	Angela R. Gott/Jones Day		
Address Line 1:	901 Lakeside Avenue		
Address Line 4:	Cleveland, OHIO 44114-1190		
ATTORNEY DOCKET NUMBER:	358650605130		
NAME OF SUBMITTER:	Angela R. Gott		
SIGNATURE:	/Angela R. Gott/		
DATE SIGNED:	01/05/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT (the “**Assignment**”) is made as of December 31, 2020, by and between Environment & Energy Publishing, LLC, a District of Columbia limited liability company (the “**Assignor**”), located at 122 C Street, NW, 7th Floor, Washington, D.C. 20001, and Politico LLC, a Delaware limited liability company (the “**Assignee**”), located at 1000 Wilson Boulevard, 8th Floor, Arlington, Virginia 22209 (together, 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 such service marks and/or trademarks (collectively, the “**Trademarks**”);

WHEREAS, Assignor, Assignee, Kevin Braun and Michael Witt are parties to that certain Asset Purchase Agreement, dated as of December 22, 2020 (as amended, restated, supplemented and modified from time to time, the “**Purchase Agreement**”), pursuant to which, among other things, Assignor has agreed to sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase, assume and acquire from Assignor, the Acquired Assets and the Assumed Liabilities;

WHEREAS, the Acquired Assets include, without limitation, 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 Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Unless otherwise set forth in this Assignment, each capitalized term used in this Assignment shall have the meaning given to such term in the Purchase Agreement.

2. Assignment. In accordance with and subject to the terms of the Purchase Agreement, Assignor hereby assigns and conveys to Assignee all rights, title, and interest that Assignor may have, free and clear of any 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.

3. 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 interests herein assigned and that it has not executed, and will not execute, any agreement or document that is in conflict herewith.

4. 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 and any and all rights associated therewith 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.

5. Binding Effect. This Assignment shall be binding upon the Parties, their respective 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.

6. Applicable Law. This Assignment shall be construed by and interpreted in accordance with the Laws of the United States and the State of Delaware without reference to its conflict of laws provisions.

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

8. General. This Assignment, together with the Purchase Agreement and the other Transaction Documents executed and delivered by the Parties in connection therewith, is the final and complete understanding of the Parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, and agreements, whether oral or written, concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing signed by both of the Parties. This Assignment may be executed in two (2) or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which, when taken together, shall constitute one and the same agreement. Signatures of the Parties transmitted by facsimile or in portable document format (.pdf) will be deemed to be their original signatures for all purposes.

[Signature Page Follows]

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

ASSIGNOR:

ENVIRONMENT & ENERGY PUBLISHING, LLC,
a District of Columbia limited liability company

DocuSigned by:
By: Michael Witt
Name: Michael Witt
Title: President and Managing Member

ASSIGNEE:

POLITICO LLC,
a Delaware limited liability company

By: _____
Name: Duncan L. Evans
Title: Executive Vice President

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

ASSIGNOR:

ENVIRONMENT & ENERGY PUBLISHING, LLC,
a District of Columbia limited liability company

By: _____
Name: Michael Witt
Title: President and Managing Member

ASSIGNEE:

POLITICO LLC,
a Delaware limited liability company

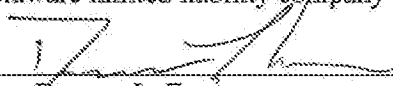
By:  _____
Name: Duncan L. Evans
Title: Executive Vice President

EXHIBIT A

U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
<GREENWIRE>	87907658	5797218	July 9, 2019
<E&ETV>	N/A	N/A	N/A