

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
San Francisco Print Media Co.		12/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Clinton Reilly Communications		
Street Address:	465 California Street, Suite 1600		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	90296945	SAN FRANCISCO EXAMINER	
Registration Number:	5186151	AFTERDARKSF	
Serial Number:	90351306	MONARCH OF THE DAILIES	
CORRESPONDENCE DATA			
Fax Number:	4159544480		
<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:	415-954-4964		
Email:	trademarks@fbm.com		
Correspondent Name:	David E. Stoll, Farella Braun + Martel		
Address Line 1:	235 Montgomery Street, 17th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	21847 assignment 3 mrks		
NAME OF SUBMITTER:	David E. Stoll		
SIGNATURE:	/david e. stoll/		
DATE SIGNED:	02/03/2021		
Total Attachments: 7			
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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

This IP Assignment and Assumption Agreement (this “Assignment”) is executed as of December 31, 2020 by and between San Francisco Print Media Co., a Delaware corporation (“Assignor”), and Clinton Reilly Communications, a California corporation (“Assignee”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 16, 2020 (the “Purchase Agreement”); and

WHEREAS, under the terms of the Purchase Agreement, Assignor has conveyed, transferred, and assigned to Assignee the Purchased Intellectual Property, among other assets, and has agreed to execute and deliver this Assignment.

NOW THEREFORE, the parties hereto hereby agree as follows:

AGREEMENT

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to all of the Purchased Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances, including without limitation, the following intellectual property:

(a) all copyrights, whether registered or unregistered, in published works and unpublished works, and pending applications to register the same, including all copyrights covering each issue of the Publications, and the contents and components thereof, including, without limitation, the copyright registrations, and applications for registration, set forth on Schedule 1(a) hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(b) all trademarks, service marks, logos, trademark registrations or applications, trade names, domain names and brand names owned and used by Assignor in connection with the Publications or the Businesses, including, without limitation, the trademark registrations and applications for registration and tradenames set forth on Schedule 1(b) hereto and all issuances, extensions, and renewals thereof (collectively, the “**Trademarks**”), together with the goodwill of the Businesses connected with the use of, and symbolized by, the Trademarks;

(c) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and

otherwise throughout the world; and

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office to record and register this Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall, at Assignee's sole cost and expense, take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Purchased Intellectual Property Assets to Assignee, or any assignee or successor thereto.

3. Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Purchased Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. Severability. If any term or provision of this Assignment is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Assignment.

7. Amendment and Modification; Waiver. This Assignment may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Assignment shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

8. Binding Effect. This Assignment shall be binding upon and inure to the benefit

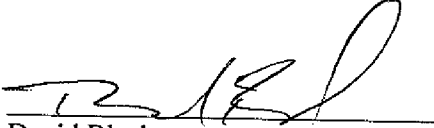
of, and be enforceable by, the parties hereto and their respective heirs, devisees, executors, administrators, legal representatives, successors and assigns.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

ASSIGNOR:

SAN FRANCISCO PRINT MEDIA CO.,
a Delaware corporation

By: 
Name: David Black
Title: President


[Signature Page to Assignment of Intellectual Property]

TRADEMARK
REEL: 007179 FRAME: 0795

AGREED TO AND ACCEPTED:

ASSIGNEE:

CLINTON REILLY COMMUNICATIONS,
a California corporation

By: 
Name: Clinton Reilly
Title: Chairman and President

Schedule 1
Purchased Intellectual Property

All Copyrights

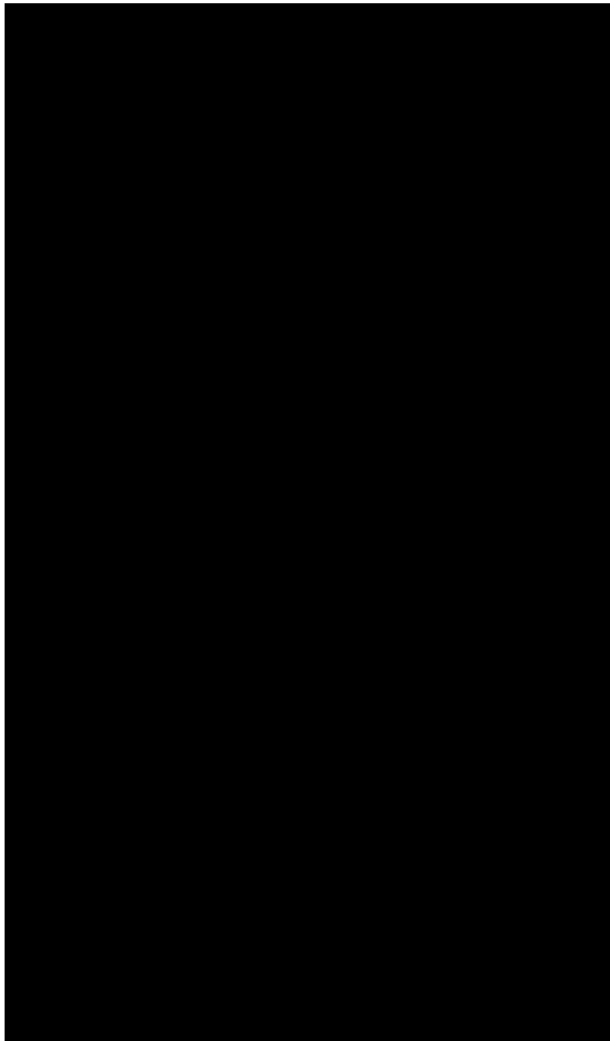
All Purchased Intellectual Property in the Publications

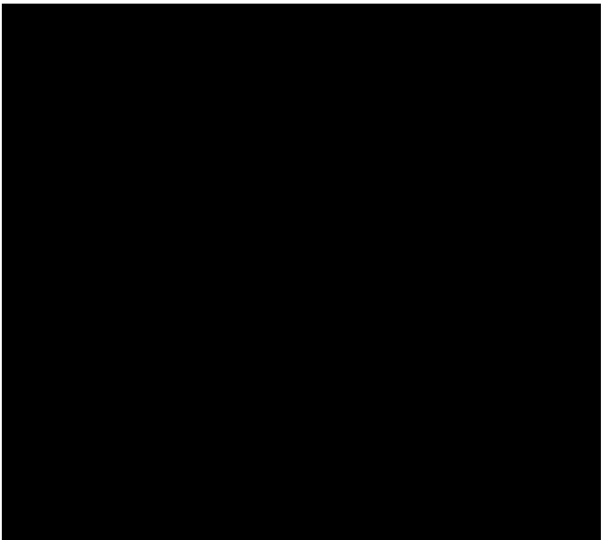
Federal Trademark Applications and Registrations

- SAN FRANCISCO EXAMINER; s/n 90/296,945
- AFTERDARKSF; Registration # 5,186,151
- MONARCH OF THE DAILIES; s/n 90/351,306

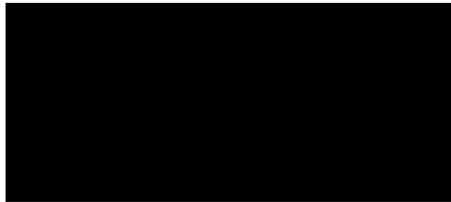


SFMC Domain List





Phone IP Numbers



Circulation List

See Exhibit A attached to this Schedule 1.02(d).

Advertiser List

See Exhibit B attached to this Schedule 1.02(d).