CH \$315.00 49678

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM633114

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wrapports, LLC	FORMERLY Wrapports Holdings, LLC		Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	STM Reader, LLC	
Street Address:	30 N. Racine Avenue	
Internal Address:	Suite 300	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60607	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark	
Registration Number:	4967896	B SIDE CHICAGO READER MUSIC	
Registration Number:	3257817	CHICAGO READER	
Registration Number:	2176617	CHICAGO READER	
Registration Number:	4967891	CHICAGO READER	
Registration Number:	1112732	R	
Registration Number:	4679116	R	
Registration Number:	5094333	R	
Registration Number:	4967893	READER	
Registration Number:	1366600	READER	
Registration Number:	3999824	READER REAL DEAL	
Registration Number:	1152348	THE STRAIGHT DOPE	
Registration Number:	2151502	THE STRAIGHT DOPE	

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: Robert Hough

Email: ipdocketingtm@sheppardmullin.com

TRADEMARK

900603495 REEL: 007226 FRAME: 0846

Correspondent Name: Sheppard Mullin Richter & Hampton LLP

Address Line 1: 2200 Ross Avenue

Address Line 2: 24th Floor

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER: Robert Hough	
SIGNATURE:	/Robert Hough/
DATE SIGNED:	03/19/2021

Total Attachments: 8

source=ST-Wrapports Release (Reader)#page1.tif source=ST-Wrapports Release (Reader)#page2.tif source=ST-Wrapports Release (Reader)#page3.tif source=ST-Wrapports Release (Reader)#page4.tif source=ST-Wrapports Release (Reader)#page5.tif source=ST-Wrapports Release (Reader)#page6.tif

source=ST-Wrapports Release (Reader)#page7.tif source=ST-Wrapports Release (Reader)#page8.tif

Wrapports, LLC 70 West Madison Street #4600 Chicago, Illinois 60602

Attn: Richard Krieberg, Chief Financial Officer

Re: <u>Acknowledgment and Partial Release of Security</u>

Mr. Krieberg:

Reference hereby is made to (i) that certain Secured Promissory Note dated as of July 12, 2017 (the "Note"; capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Note) by and among Sun-Times Media Group, LLC, a Delaware limited liability company, formerly known as Wrapports Holdings, LLC ("STMG"), Sun-Times Media Holdings, LLC, a Delaware limited liability company ("STMH"), Sun-Times Media Operations, LLC, an Illinois limited liability company ("STMO"), Sun-Times Media Trucking, LLC, an Illinois limited liability company ("STMT"), Sun-Times Media, LLC, an Illinois limited liability company ("STM"), Sun-Times Media Productions, LLC, an Illinois limited liability company ("STMP"), STM Reader, LLC, a Delaware limited liability company ("STMR"), Straight Dope, LLC, a Delaware limited liability company ("SD"), Sun-Times Media IP, LLC, an Illinois limited liability company ("STMIP", and collectively with STMG, STMH, STMO, STMT, STM, STMP, STMR, and SD, "Borrowers" and each individually, a "Borrower"), and Wrapports, LLC, a Delaware limited liability company, and its successors and assigns (together with its successors and assigns, "Wrapports"); (ii) that certain Intellectual Property Security Agreement dated as of July 12, 2017, (the "Security Agreement") by and among Borrowers and Wrapports; and (iii) that certain Membership Interest Purchase Agreement dated as of September 28, 2018, (the "Purchase Agreement") by and among STMG and Alternative News L3C, an Illinois low profit limited liability company ("Buyer"), pursuant to which STMG has agreed to sell, on the date hereof, all of the issued and outstanding membership interests of STMR to Buyer and including without limitation the intangible assets listed on Exhibit A hereto (the "Reader Interests" and "Proposed Sale" respectively).

STMG, on behalf of the Borrowers, has requested that Wrapports (i) acknowledges the disposition of the Reader Interests; (ii) expressly releases the Security Interest on the Collateral included as part of the Reader Interests subject to the terms and conditions stipulated below; and (iii) amends the Note and Security Agreement so that STMR is not a Borrower.

Effective as of the date hereof, in reliance on the Borrowers' representations and warranties and acknowledgments and agreements set forth herein and subject to the satisfaction of the conditions and agreements set forth in the immediately succeeding paragraph: (i) Wrapports hereby acknowledges the disposition of the Reader Interests (the "Acknowledgment"); (ii) Wrapports hereby amends the Note and Security Agreement so that STMR is not a Borrower (the "Amendment"); and (iii) Wrapports hereby releases the Security Interest in the Collateral included in the Reader Interests previously granted to Wrapports as security for the Obligations (the "Release"). Wrapports hereby covenants and agrees that it shall file the UCC financing statement amendments in substantially the form attached hereto as Exhibit B promptly following the effectiveness of the Proposed Sale evidencing the Release of the lien and security interest in the Collateral included in the Reader Interests.

The effectiveness of the Acknowledgement, Amendment, Release and agreements set forth in the immediately preceding paragraph is subject to: (i) the execution and delivery of this letter agreement (this "Agreement") by Wrapports; (ii) the consummation of the Proposed Sale no later than five business days

SMRH:487832810.2 -1-

following the date hereof; and (iii) the payment by STMG to Wrapports of an amount equal to \$1.00 no later than five business days following the date hereof.

By each Borrower's acknowledgment hereto (including for this purpose only STMR), such Borrower hereby acknowledges and agrees the release of the Security Interest set forth herein is limited solely to the Reader Interests and all other Security Interests granted, given or otherwise made by any Borrower are and shall remain entirely unmodified by the Release set forth above and shall continue in full force and effect.

Nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Note or Security Agreement (except as specifically provided for herein) or constitute a course of conduct or dealing among the parties. Except as amended or otherwise modified hereby, the Note and Security Agreement remain unmodified and in full force and effect. All references in the Security Agreement to the Note shall be deemed to be references to the Note as amended or otherwise modified hereby.

THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF ILLINOIS OR IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS BY REGISTERED MAIL, POSTAGE PREPAID, OR BY PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF ILLINOIS. EACH PARTY HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Receipt by telecopy, facsimile, emailed ".pdf" file or other similar form of electronic transmission of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement to the extent signed and delivered by means of telecopy, facsimile, emailed ".pdf" file or other similar form of electronic transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or other electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense. This Agreement embodies the entire agreement and understanding among the parties hereto and supersedes all prior or contemporaneous agreements and understandings of such persons, verbal or written, relating to the subject matter hereof and thereof.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

SMRH:487832810.2 -2-

Very truly yours,

By:

By:

By:

By:

By:

By:

Sun-Times Media Group, LLC

Name: Edwin Eisendrath
Title: Chief Executive Officer

Straight Dope-LLC

Name: Edwin Eisendrath
Title: Authorized Signatory

Name: Edwin Eisendrath
Title: Chief Executive Officer

Name: Edwin Eisendrath
Title: Chief Executive Officer

Name: Edwin Eisendrath
Title: Chief Executive Officer

Sun-Times Media, LLC

Name: Edwin Elsendrath

Sun-Times Media Holdings, M

Sun-Times Media Operations, LLC

Sun-Times Medja Trucking, LLC

Title:	Chief Executive	Officer
Sun-T	imes M ed ia Prod	uctions, LLC
By:	4/1/11	LA

STM Reader, MC

By:

Name: Edwin Eisendrath

Title: Chief Executive Officer

Sun-Times Media IP, LLC

By:

Name: Edwin Eisendrath

Title: Chief Executive Officer

ACKNOWLEDGED and AGREED as of the date first above written:

Wrapports, LLC

By: Reshard Knilly
Name: [Licheld Krieberg
Title: [CFO]

EXHIBIT A

Reader Intangible Assets

- 1. all archives and rights to existing Chicago Reader written materials in digital or print format, still photography and two-dimensional still artwork, and all music and event video archives (STMG retains all food videos).
 - 2. the following intellectual property of the Company:

(a) <u>Registered Trademarks</u>

Mark	Reg. No.
AGENDA	109233
AGENDA	109234
B SIDE CHICAGO READER MUSIC and Design	4967896
CHICAGO READER	3257817
CHICAGO READER	2176617
CHICAGO READER	4967891
R Design	1112732
R Design	4679116
R Design	5094333
READER (stylized) SEADER	4967893
READER	1366600
READER REAL DEAL	3999824

SMRH:487832810.2 -2-

(b) <u>Domain Names</u>

- (1) chicagoreader.net
- (2) chicagoreader.com
- (3) chireader.com
- (4) readeragenda.com
- (5) readchicago.com
- (6) readchicago.net
- (c) <u>Social Media handles and related administrative pass words:</u>
 - (1) Facebook
 - (2) Twitter
 - (3) Instagram

SMRH:487832810.2 -3-

EXHIBIT B

Form of UCC-3 Financing Statement Amendments

[ATTACHED]

SMRH:487832810.2 -4-

RECORDED: 03/19/2021