Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2



U.S. DEPARTMENT OF COMMERCE United States Patent and Trademark Office

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the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? CURRENT HISTORY, INC. Name: THE REGENTS OF THE UNIVERSITY OF CALIFORN Individual(s) Association Street Address: 1111 FRANKLIN STREET, 8TH FLOOR Partnership Limited Partnership City: OAKLAND State: CALIFORNIA \_\_\_ Other Country: USA Zip: 94607 Citizenship (see guidelines)\_ Individual(s) Citizenship Additional names of conveying parties attached? Yes No Association Citizenship 3. Nature of conveyance/Execution Date(s): Partnership Citizenship Limited Partnership Citizenship Execution Date(s) May 1, 2020 Corporation Citizenship X Assignment Merger Citizenship Security Agreement Change of Name If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes Other (Designations must be a separate document from assignment) 4. Application number(s) or registration number(s) and identification or description of the Trademark. A. Trademark Application No.(s) Text B. Trademark Registration No.(s) 2646280; 1589940; 1589937 Additional sheet(s) attached? Yes C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): CURRENT HISTORY; CURRENT HISTORY; HISTORY IN THE MAKING 5. Name & address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: Name: ANGUS MACDONALD \$ 90.00 Internal Address: OFFICE OF THE GENERAL COUNSEL 7. Total fee (37 CFR 2.6(b)(6) & 3.41) UNIVERSITY OF CALIFORNIA Authorized to be charged to deposit account 1111 FRANKLIN STREET, 8TH FLOOR Street Address: City: OAKLAND 8. Payment Information: Zip: 94607 State: CALIFORNIA Phone Number: (510) 987-9737 Deposit Account Number Docket Number: Authorized User Name Email Address: Angus.MacDonald@ucop.edu 9. Signature: /Angus MacDonald/ May 1, 2020 Signature Date - Angus MacDonald Total number of pages including cover sheet, attachments, and document: Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#### **EXHIBIT C**

# ASSIGNMENT OF TRADEMARKS, TRADE DRESS, COPYRIGHTS & SOCIAL MEDIA ACCOUNTS

This ASSIGNMENT OF TRADEMARKS, TRADE DRESS, COPYRIGHTS, SOCIAL MEDIA ACCOUNTS, AND ANY OTHER RELATED INTELLECTUAL PROPERTY RIGHTS ("IP Assignment") is made. as of May 1, 2020 (the "Closing Date") and will only be executed and delivered at closing by Current History ("Assignor") in favor of The Regents of the University of California on behalf of its University of California Press ("Assignee").

#### RECITALS

- A. Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of January 6, 2020 (the "Agreement") pursuant to which Assignee will assume from Assignor, and Assignor will convey to Assignee, certain assets of Assignor, including the trademarks, trade dress, copyrights, social media accounts, and other related intellectual property rights associated with the CH Journal as defined above, and as listed on Schedule A hereto (the "IP").
- B. For good and valuable consideration, the adequacy and receipt of which is hereby acknowledged by Assignor, Assignor desires to give this IP Assignment for the purpose of effecting such assignment & assumption pursuant to the provisions of the Asset Purchase Agreement.

Assignor agrees as follows, contingent and effective upon the effectiveness of the Asset Purchase Agreement:

- 1. Assignment of the IP of Assignor. Assignor hereby sells, conveys, assigns, transfers, and delivers to Assignee, its successors and assigns, all right, title and interest in and to the IP, together with all goodwill associated therewith, for use and registration by Assignee as specifically provided in the Asset Purchase Agreement. With respect to the trademarks or tradedress covered by this assignment, the rights and interest transferred include any and all trademark, whether registered or unregistered, including, specifically, any common law rights that may exist in the trademarks.
- 2. Representations & Warranties. Assignor represents and warrants:
  - a) No Infringement. Assignor represents and warrants that none of the Assets infringe upon, constitute the unauthorized use of, or violate any rights owned or controlled by any third party, including any intellectual property of any third party.
  - b) <u>Trademark Representations</u>. "Trademarks" means trademarks and service marks (whether registered or unregistered), trade names, service names, logos, trade dress and designs owned by, or associated with, the CH Journal, including, specifically, the Trademarks listed in Schedule A of Exhibit C. Assignor represents and warrants: (i) it is the owner of all right, title, and interest in and to all of the Trademarks, in each case free and clear of any and all Liens; (ii) it has not received any written notice or claim or any

- oral notice or claim, challenging Assignor's complete and exclusive ownership of the Trademarks.
- c) Copyright Representations. "Copyrights" means any and all copyright works, registrations, and applications owned by, or associated with, the CH Journal, including specifically, the copyrighted works listed in Exhibit A. Except as otherwise provided, Assignor represents and warrants it is the owner of all right, title, and interest in and to each of the Copyrights free and clear of any and all Liens; Assignor has taken all reasonable steps to protect Assignor's rights in and to the Copyrights; no other person has infringed or is infringing any of the Copyrights; and Assignor has not received any written or oral notice or claim: (i) challenging Assignor's complete and exclusive ownership of the Copyrights; (ii) suggesting that any other person has any claim of legal or beneficial ownership with respect to the Copyrights; or (iii) questioning the validity or enforceability of any of the Copyrights.
- 3. No Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this IP Assignment.
- 4. <u>Further Assurances</u>. Assignor hereby agrees to (i) execute any necessary documents to transfer ownership of all of the IP to Assignee; (ii) send the necessary documentation or information to effectively transfer to Assignee; and (iii) provide Assignee all other reasonable cooperation necessary to secure the transfer, assignment, and use of all of the IP.
- 5. <u>Governing Law</u>. This IP Assignment shall be governed and construed in accordance with the laws of the State of California, without regard to the applicable principles of conflict of laws.
- 6. <u>Successors and Assignees</u>. This IP Assignment is executed pursuant to the Asset Purchase Agreement and is entitled to the benefits thereof and shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns. In the event of any conflict between this IP Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

IN WITNESS WHEREOF, Assignee caused this IP Assignment to be exercised by its office authorized on the day and year first above written.

ASSIGNOR	
Current History, Inc.	QU NICL MARK REDMORD  Lishen and President  BY:
ddd	
Name: David MARK REDMORD	
Title: Publishen and President	
·	
AND ACCEPTED BY:	
Assignee	
The Regents of the University of California	
Name: Justin Sullivan	

Title: Director, STRATEGEC SOURCEN

### **SCHEDULE A of EXHIBIT C**

## Trademarks, Trade Dress, Copyrights & Social Media Accounts

The following trademarks, which are registered in the U.S. and European Union:

Trademark	Serial/Application No.	Registration No.	Registration Date	Country
CURRENT HISTORY	75801540	2646280	11/05/2002	US
CURRENT HISTORY	73822800	1589940	04/03/1990	US
HISTORY IN THE				7
MAKING	73822759 `	1589937	04/03/1990	US

- Any and all ISSN registrations
- Logos for the CH Journal
- All common law trademark rights associated with, or currently used by the CH Journal, including any unregistered designs or logos
- Trade dress exclusively associated with the website and other Assets of the CH Journal, including, among other things, all
  - o Design specs
  - o Trade dress asset files
- Website-related
  - o Design specs
  - Functional specs
- All copyright rights owned or licensed for use by Assignor and associated with either the CH Journal or any CH Journal websites or domain names
- ¬ All registered social media accounts, e.g. Facebook, Twitter, etc., associated with, created for, or used by the CH Journal