

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645922

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lake Effect Associates, LLC		05/01/2021	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Heritage Broadcasting Company of Michigan		
Doing Business As:	Northern Michigan Digital		
Street Address:	One Broadcast Way		
City:	Cadillac		
State/Country:	MICHIGAN		
Postal Code:	49601		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4619850	EXPERIENCE 231	
CORRESPONDENCE DATA			
Fax Number:	2489014040		
<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:	248.928.3194		
Email:	dklimowicz@plunkettcooney.com		
Correspondent Name:	Glenn Ross		
Address Line 1:	38505 Woodward Ave., Ste. 100		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
NAME OF SUBMITTER:	Glenn Ross		
SIGNATURE:	/s/Glenn Ross		
DATE SIGNED:	05/11/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of May 1, 2021, is made by Lake Effect Associates, LLC, a Michigan limited liability company doing business as Lake Effect Digital (“**Seller**”), in favor of Heritage Broadcasting Company of Michigan, a Delaware corporation conducting business as Northern Michigan Digital (“**Buyer**”), the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer, on the one hand, and Seller, on the other, dated as of May 1, 2021 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following:

- (a) the trademark registrations and trademark applications set forth on Schedule ~~0~~ hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (c) 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; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer 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 necessary to effect,

evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

Lake Effect Associates, LLC,
a Michigan limited liability company doing
business as Lake Effect Digital

By: [Signature]

Name/ Jonathan Campbell

Title: Sole Member and Manager

Address for Notices:

102 West Front Street
Traverse City, Michigan 49684

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS
COUNTY OF GRAND TRAVERSE)

On the 1st day of May, 2021, before me personally appeared Jonathan Campbell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Sole Member and Manager of Lake Effect Associates, LLC, the Michigan limited liability company described, and acknowledged the instrument to be his free act and deed/the free act and deed of Lake Effect Associates, LLC for the uses and purposes mentioned in the instrument.

[Signature]
Notary Public

Printed Name: DANICA L. POWELL

My Commission Expires:
07/08/2022

DANICA L. POWELL
NOTARY PUBLIC, STATE OF MI
COUNTY OF GRAND TRAVERSE
MY COMMISSION EXPIRES 07/08/2022
ACTING IN COUNTY OF GRAND TRAVERSE

[Signatures continue on following page]

AGREED TO AND ACCEPTED:

Heritage Broadcasting Company of Michigan,
a Delaware corporation conducting business as
Northern Michigan Digital

By: _____
Name: Mario Peter Iacobelli
Title: President
Address for Notices:
One Broadcast Way
Cadillac, Michigan 49601

ACKNOWLEDGMENT

STATE OF Michigan)
)SS.
COUNTY OF Westland)

On the 5th day of May, 2021, before me personally appeared Mario Peter Iacobelli, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the President of Heritage Broadcasting Company of Michigan, the Delaware corporation conducting business in Michigan as described above, and acknowledged the instrument to be his free act and deed/the free act and deed of Heritage Broadcasting Company of Michigan for the uses and purposes mentioned in the instrument.

Notary Public
Printed Name: Eric L. Spencer

My Commission Expires: [12/4/21]



SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
Experience 231	United States	4619850	October 14, 2014

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