

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Journal Group, LLC		12/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ballast Research, LLC		
Street Address:	600 New Hampshire Avenue, Fourth Floor		
City:	Washington, D.C.		
State/Country:	D.C.		
Postal Code:	20037		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5645528	POLICY BRAND	
Registration Number:	5645527	POLICY BRANDS ROUNDTABLE	
Registration Number:	5938435	BALLAST	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	smartinez@mcguirewoods.com		
Correspondent Name:	Stephanie Martinez		
Address Line 1:	800 E Canal Street		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Stephanie Martinez		
SIGNATURE:	/Stephanie Martinez/		
DATE SIGNED:	05/21/2021		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "*IP Assignment Agreement*"), is made and entered into effective as of December 11, 2020 ("*Closing Date*"), by and between National Journal Group, LLC, a Delaware limited liability company ("*Assignor*"), and Ballast Research, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "*Purchase Agreement*") dated as of the date hereby by and between Assignor and Assignee, (i) Assignor agreed to transfer to Assignee, and Assignee agreed to purchase all right, title, and interest of Assignor to the Purchased Assets, including, without limitation, the Business Intellectual Property and (ii) Assignor agreed to assign to Assignee, and Assignee agreed to assume, the Assumed Liabilities.

NOW THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement, and such further mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, herein have the respective meanings given to them in the Purchase Agreement.

2. **Assignment of Intellectual Property.** Upon the terms set forth in the Purchase Agreement, Assignor hereby sells, assigns, conveys, transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, free and clear of all Liens other than Permitted Liens, all of Assignor's right, title and interest in and to all Business Intellectual Property, including without limitation the Business Intellectual Property set forth on Schedule A attached hereto, together with any pending applications or registrations therefor, any and all income royalties, or payments due or payable as of the Closing Date or thereafter, including, without limitation, the right to sue for any and all past, present and future infringements of such Business Intellectual Property, and to receive any and all damages awarded as a result of any such claim, and all goodwill associated therewith ("*Assigned IP*"). In order to enable the use by Assignee of the website names and addresses, as well as social media accounts, set forth on Schedule A hereto ("*Domain Names*"), Assignor agrees to provide Assignee, on or reasonably promptly following the Closing Date, with any account information with any person with whom the Domain Names are registered, if any, including any user names and passwords of Assignor relating thereto.

3. **Further Assurances.**

a. Assignor hereby covenants and agrees that it shall, at any time after the Closing Date or from time to time thereafter at the reasonable request of Assignee, (a) execute and deliver such further instruments of sale, assignment, conveyance, transfer and delivery to Assignee as shall be reasonably necessary or appropriate to effectuate the transfer of the Assigned IP, and (b) assist Assignee, at Assignee's request and at Assignee's sole cost and expense, in exercising any rights with respect thereto.

b. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, the United States Copyright Office, and the applicable officials of any other agencies or authorities, governmental or otherwise, to issue or transfer all of the Assigned IP to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct.

c. As and to the extent that any governmental or quasi-governmental office or agency pertaining to the filing, registration, application or processing of intellectual property, including without limitation the United States Patent and Trademark Office, the United States Copyright Office, or the offices in which any of the Assigned IP listed in Schedule A is or was registered, applied for, pending or recorded, requests that additional forms or documents be presented or executed by Assignor or its agents, affiliates or attorneys, Assignor shall execute such documents and deliver them to Assignee or its agents, attorneys or designees, as applicable.

4. Successors and Assigns. The terms and provisions of this IP Assignment Agreement shall be binding upon, and inure to the benefit of, Assignor and Assignee, and each of their respective successors and assigns.

5. Third Party Beneficiaries. Nothing in this IP Assignment Agreement is intended to or shall confer upon any person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this IP Assignment Agreement or any transaction contemplated by this IP Assignment Agreement.

6. Choice of Law. This IP Assignment Agreement and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

7. Terms of the Purchase Agreement. This Agreement is subject in all respects to the terms of the Purchase Agreement, including but not limited to the representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets and Assumed Liabilities, which are incorporated herein by this reference. Assignor and Assignee each acknowledge and agree that 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 of this Agreement, the terms of the Purchase Agreement shall govern.

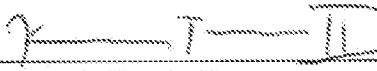
8. Counterparts. This IP Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile, electronic or original) of signatures to this IP Assignment Agreement shall be deemed to be originals and shall be binding to the same extent as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be duly executed effective as of the date first set forth above.

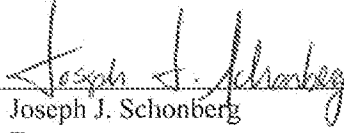
ASSIGNOR:

NATIONAL JOURNAL GROUP LLC

By: 
Name: Kevin Turpin II
Title: President

ASSIGNEE:

BALLAST RESEARCH, LLC

By: 
Name: Joseph J. Schonberg
Title: Treasurer

SCHEDULE A

ASSIGNED IP

1. Patents - None.
2. Trademarks

Mark	Reg / Serial No.	Owner	Goods / Services
POLICY BRAND	5645528 87372101	National Journal Group, LLC	35: Business research and consulting services relating to effective public advocacy in the field of government affairs, government policy, and politics
POLICY BRAND ROUNDTABLE	5645527 87363588	National Journal Group, LLC	35: Business research and consulting services relating to effective public advocacy in the field of government affairs, government policy, and politics
BALLAST	5938435 87354504	National Journal Group, LLC	35: Business research and consulting services relating to effective public advocacy in the field of government affairs, government policy, and politics

Common law trademarks

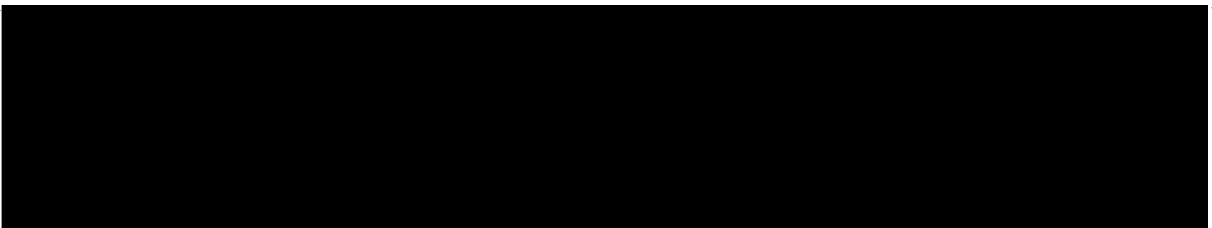
- Ballast Research logo (see below):

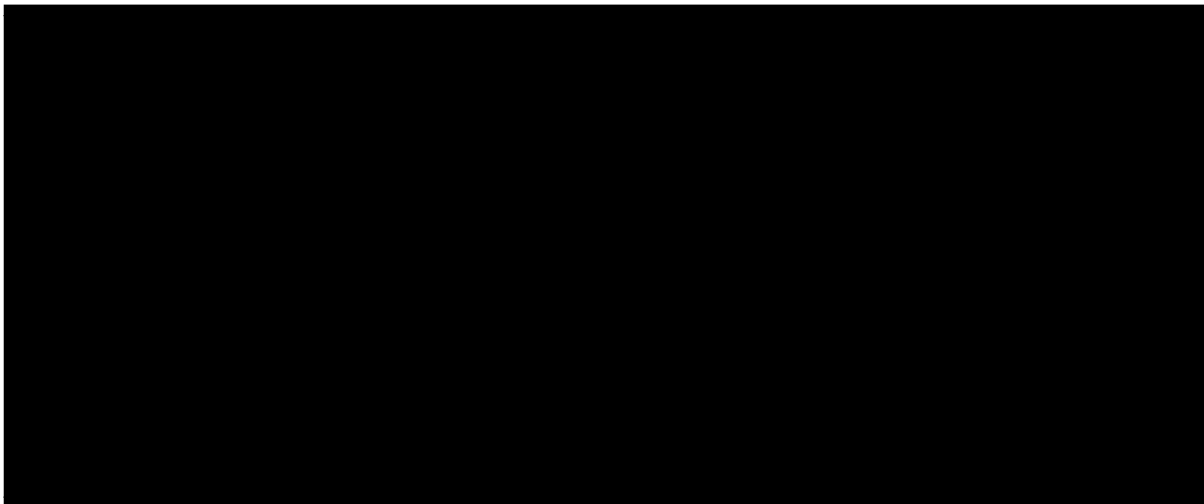


3. Copyrights

- Ballast Policy Brand Insights Review, Registration No. TX0008766844

4. Domain Names





5. Proprietary Unregistered Material IP



6. Trade Secrets



7. Social Media Accounts

