

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652165

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Durham Acquisition LLC		01/27/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Acton Media Inc.		
Street Address:	701 Brickell Avenue		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3014161	DOMINO	
Registration Number:	4748558	DOMINO	
Registration Number:	5967695	DOMINO	
Registration Number:	5765392	DOMINO	
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>			
Phone:	2156607600100		
Email:	stephan@baileyduquette.com		
Correspondent Name:	Stephan Matanovic		
Address Line 1:	21 S. 11th Street, 2nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19107		
NAME OF SUBMITTER:	Stephan Matanovic		
SIGNATURE:	/Stephan Matanovic/		
DATE SIGNED:	06/07/2021		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment"), dated as of January 27, 2021 (the "Effective Date"), is made by and between **Durham Acquisition LLC** (hereinafter the "Assignor"), a Delaware limited liability company, and **Acton Media, Inc.**, a Delaware corporation (hereinafter the "Assignee"). Assignor and Assignee are each referred to herein as a "Party" and collectively as the "Parties." Capitalized terms used but not defined herein shall have those meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee entered into a certain Asset Purchase Agreement, dated as of January 27, 2021 (the "Asset Purchase Agreement");

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks identified on **Schedule A** attached hereto (the "Trademarks"), together with the goodwill associated therewith; and

WHEREAS, pursuant to and as a condition to the Closing of the Asset Purchase Agreement, Assignee shall purchase and acquire from Assignor, and Assignor shall sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Trademarks.

NOW THEREFORE, in consideration of the premises and covenants set forth herein and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Parties hereby agree as follows:

1. **Assignment**. Assignor does hereby assign, transfer, convey and deliver unto Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, whether statutory or at common law, together with all goodwill arising from or related thereto, including, but not limited to, the right to (a) all income, royalties and payments now or hereafter due or payable with respect thereto, (b) sue for, bring actions, and defend against, or otherwise recover for infringements, misappropriation or any other violation of the Trademarks, and the right to all the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements, misappropriation or any other violation of the Trademarks, (c) apply for, make filings with respect to and maintain all registrations, applications, renewals and extensions thereof, and (d) all other rights of any kind whatsoever of Assignor, including the right to fully and entirely stand in the place of Assignor in all matters related thereto, to be used as fully and entirely as such rights would have been held and enjoyed by Assignor had this Assignment not been made.

2. **Further Assurances**. Upon written request from Assignee, and without further consideration (but subject to Section 7.15 of the Asset Purchase Agreement), Assignor agrees to take, and shall cause its Affiliates or predecessors-in-interest to take, such actions and execute such documentation that may be reasonably necessary to effectuate the assignment, transfer, and conveyance of the Trademarks to Assignee. Assignor hereby authorizes the United States Patent and Trademark Office and any foreign intellectual property office to record Assignee as the owner of the Trademarks in accordance with the terms of this Assignment and to issue any such trademark registration, certificate or document in the name and for the benefit of Assignee.

3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York (including, without limitation, Section 5-1401 of the New York General Obligations Law) without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any other jurisdiction.

4. **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.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

Durham Acquisition LLC

By: Chris Hawkins

Name: Chris Hawkins
Title: Manager

[Signature page to Trademark Assignment Agreement]

TRADEMARK
REEL: 007318 FRAME: 0481

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the date first above written.

Acton Media Inc.

By: DocuSigned by: Matthew Sechrest
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Name: Matthew Sechrest

Title: Managing Director

[Signature page to Trademark Assignment Agreement]

Schedule A

Trademarks

Trademark	Country	Filing Date	App No. / Reg. No.	Current Recorded Owner Name
DOMINO	Australia	13-Aug-04	1015903	Durham Acquisition LLC
DOMINO	Brazil	22-Sep-09	830385908	Conde Nast Brasil Holding Ltda
DOMINO	Canada	25-May-87	Reg. No. TMA 348190	Durham Acquisition LLC
DOMINO	Canada	18-Jun-04	Reg. No. TMA 650472	Durham Acquisition LLC
DOMINO	Canada	20-Feb-18	App. No. 1883987	Durham Acquisition LLC
DOMINO	Colombia	14-Jun-05	Reg. No. 361411	Durham Acquisition LLC
DOMINO	China	06-Jul-04	Reg. No. 4154269	Conde Nast Asia/Pacific Inc.
DOMINO	European Union (Community)	18-Jun-04	Reg. No. 3892239	Advance Magazine Publishers Inc.
DOMINO	Germany	9-May-05	Reg. No. 30527206	Durham Acquisition LLC
DOMINO	Greece	26-Sep-05	Reg. No. F150964	Advance Magazine Publishers, Inc.
DOMINO	Japan	21-Jul-04	Reg. No. 4846209	Conde Nast Asia/Pacific Inc.
DOMINO	Japan	16-Jul-04	Reg. No. 4853376	Conde Nast Asia/Pacific Inc.
DOMINO (in Katakana)	Japan	16-Jul-04	Reg. No. 4897111	Conde Nast Asia/Pacific Inc.
DOMINO (in Katakana)	Japan	21-Jul-04	Reg. No. 4846210	Conde Nast Asia/Pacific Inc.
DOMINO	Kazakhstan	21-May-08	Reg. No. 33810	Advanced Magazine Publishers Inc.
DOMINO	Korea, Republic of	18-Oct-05	Reg. No. 4500153020000	Conde Nast Asia/Pacific Inc.
DOMINO	Korea, Republic of	15-Jul-04	Reg. No. 4006774950000	Conde Nast Asia/Pacific Inc.
DOMINO	Mexico	21-Jul-04	Reg. No. 892949	Advance Magazine Publishers, Inc.
DOMINO	Mexico	21-Jul-04	Reg. No. 886271	Advance Magazine Publishers, Inc.
DOMINO	Mexico	21-Jul-04	Reg. No. 897875	Advance Magazine Publishers, Inc.
DOMINO LOGO	Montenegro	28-May-13	Reg. No. 11795	Advance Magazine Publishers Inc.
DOMINO	Morocco	26-Mar-08	Reg. No. 116277	Advance Magazine

				Publishers Inc.
DOMINO	Norway	4-Mar-08	Reg. No. 246009	Advance Magazine Publishers Inc.
DOMINO (Stylized)	Peru	20-Jun-05	Reg. No. P00110970	Advance Magazine Publishers Inc.
DOMINO	Russian Federation	6-Aug-04	Reg. No. 335644	Advanced Magazine Publishers Inc.
DOMINO (Stylized)	Serbia	20-Jun-08	Reg. No. 58343	Advance Magazine Publishers Inc.
DOMINO (Stylized)	Switzerland	21-Jul-08	Reg. No. 578980	Advance Magazine Publishers Inc.
DOMINO	United States of America	18-Jun-04	Reg. No. 3,014,161	Durham Acquisition LLC
DOMINO	United States of America	17-Mar-11	Reg. No. 4,748,558	Durham Acquisition LLC
DOMINO	United States of America	5-Oct-15	Reg. No. 5,967,695	Durham Acquisition LLC
DOMINO	United States of America	23-Oct-17	Reg. No. 5,765,392	Durham Acquisition LLC
DOMINO (And Design)	Venezuela	30-Jun-05	App. No. 14176/05	Advanced Magazine Publishers Inc.