

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F+W MEDIA, INC.		07/19/2019	Corporation: DELAWARE
THE WRITER'S STORE, INC.		07/19/2019	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Penguin Random House LLC		
Street Address:	1745 Broadway, 14-1		
Internal Address:	Attn: Andrea T Sheridan		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3750859	DRAGONART	
Registration Number:	3481583	I CAN DO THAT	
Registration Number:	3400875	IMPACT	
Registration Number:	3400856	I IMPACT	
Registration Number:	4411104	LIVING READY	
Registration Number:	1109995	PHOTOGRAPHER'S MARKET	
Registration Number:	1764441	POET'S MARKET	
Registration Number:	1179065	SONGWRITER'S MARKET	
Registration Number:	2131629	STANDARD CATALOG OF	
Registration Number:	2004207	WARMAN'S	
Registration Number:	2685479	WARMAN'S	
Registration Number:	1114093	WRITER'S MARKET	
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:	212-782-9101		

CH \$315.00 3750859

Email: asheridan@penguinrandomhouse.com
Correspondent Name: Andrea T Sheridan
Address Line 1: 1745 Broadway, 14-1
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER: Andrea T Sheridan

SIGNATURE: /sheridan/

DATE SIGNED: 08/13/2021

Total Attachments: 9

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 19th day of July, 2019, by and among F+W MEDIA, INC. and THE WRITER'S STORE, INC. (collectively, the "Assignors") and PENGUIN RANDOM HOUSE LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignors and Assignee have executed and delivered an Amended and Restated Asset Purchase Agreement, dated as of July _____, transferred Marks, together with the goodwill of the business in connection with which the Transferred Marks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made, together with all income, royalties, or payments due or payable after the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors or assigns, and any other rights, privileges, claims, and causes of action relating or pertaining to the Transferred Marks, free and clear of all security interests, mortgages, liens, pledges, conditional sales or lease agreements, charges, claims or encumbrances.

Further Assurances. Assignors shall, at the cost and expense of Assignee,

2. _____
timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Transferred Marks, and shall not enter into any agreement in conflict with this Agreement.

3. No Use of Transferred Marks by Assignors. Assignors, for themselves and on behalf of Assignors' respective successors and assigns, covenant not to use, apply for, or register any of the Transferred Marks or use, apply for, or register any variation of the Transferred Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Transferred Marks, for any purpose.

4. No Third Party Beneficiaries. This Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies hereunder.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed and original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic submission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required.

6. Governing Law.

(a) This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN THE BANKRUPTCY COURT AND, TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE OR DOES NOT ACCEPT JURISDICTION TO ADJUDICATE SUCH MATTER MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN NEW CASTLE COUNTY, STATE OF DELAWARE. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED

TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(c).


7. Conflict with Asset Purchase Agreement. Nothing herein shall be deemed to limit the rights, duties and obligations of the parties under the Asset Purchase Agreement and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

ASSIGNEE:

PENGUIN RANDOM HOUSE LLC

By: 
Name: James F. Johnston
Title: CFO

ASSIGNORS:

F+W MEDIA, INC.

By: _____
Name: Gregory J. Osberg
Title: Chief Executive Officer

STATE OF _____, COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Gregory J. Osberg, the Chief Executive Officer of F+W Media, Inc., a Delaware corporation, on behalf of said company. He is personally known to me or produced _____ as identification.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

ASSIGNEE:

PENGUIN RANDOM HOUSE LLC

By: _____
Name:
Title:

ASSIGNORS:

F+W MEDIA, INC.

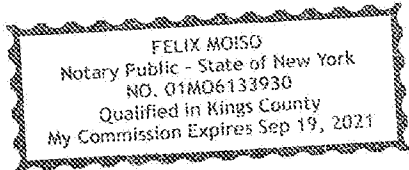
By: *[Signature]*
Name: Gregory J. Osberg
Title: Chief Executive Officer

STATE OF New York COUNTY OF New York
The foregoing instrument was acknowledged before me this 15 day of July, 2019, by Gregory J. Osberg, the Chief Executive Officer of F+W Media, Inc., a Delaware corporation, on behalf of said company. He is personally known to me or produced New Jersey D.C. as identification.

[Signature]
Notary Public

FELIX MOISO
Typed, printed or stamped name of Notary Public

My Commission Expires: 09/19/21



THE WRITER'S STORE, INC.

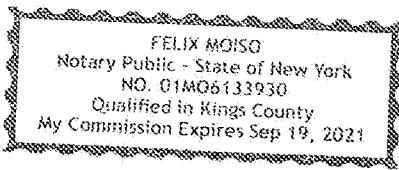
By: [Signature]
Name: Gregory J. Osberg
Title: Chief Executive Officer

STATE OF New York, COUNTY OF New York
The foregoing instrument was acknowledged before me this 15th day of July, 2019, by Gregory J. Osberg, the Chief Executive Officer of The Writer's Store, Inc., a California corporation, on behalf of said company. He is personally known to me or produced New Jersey D. Lic as identification.

[Signature]
Notary Public

Felix Moiso
Typed, printed or stamped name of Notary Public

My Commission Expires: 09/19/21



SCHEDULE A

Code/Matter No.	Mark Name	Country	Status	Current Owner	Application Number	Registration Number	Classes	Goods
FWMED 100	DRAGONART	United States	Registered	F+W Media, Inc.	77/694,746	3,750,859	16	Publications, namely, reference books, instructional books, how-to books, showcase books, and all in the field of art
FWMED 119	I CAN DO THAT	United States	Registered	F+W Media, Inc.	77/150,279	3,481,583	16, 40	books in the area of woodworking and do-it-yourself projects % providing information in the field of woodworking and do-it-yourself woodworking projects via the Internet
FWMED 20	IMPACT	United States	Registered	F+W Media, Inc.	77/128,008	3,400,875	16	Publications, namely, reference, instructional, and how-to books in the field of comics
FWMED 122	IMPACT & Design	United States	Registered	F+W Media, Inc.	77/120,526	3,400,856	16	publications, namely, reference, instructional, and how-to books in the field of comics
FWMED 282	LIVING READY	United States	Registered	F+W Media, Inc.	85/863,696	4,411,104	9, 16	Downloadable electronic publications in the nature of a magazine featuring content about preparation, awareness, and skill mastery for survival in disaster, urban, wilderness, and everyday circumstances % Printed publications in the nature of a magazine featuring content about preparation, awareness, and skill mastery for survival in disaster, urban, wilderness, and everyday circumstances
FWMED 135	PHOTOGRAPHERS MARKET	United States	Registered	F+W Media, Inc.	73/138,838	1,109,995	16	annual publication, particularly a book
FWMED 138	POETS MARKET	United States	Registered	F+W Media, Inc.	74/267,139	1,764,441	16	Annual publications, namely, yearly publication of a book dealing with listings of poetry publishers and including submission information and evaluations of each market
FWMED 114	SONGWRITERS MARKET	United States	Registered	F+W Media, Inc.	73/218,834	1,179,065	16	A publication - namely, a book
FWMED 168	STANDARD CATALOG OF	Canada	Registered	F+W Media, Inc.	1,029,951	TMA577035	16	Printed price-value guides and reference books for collectors and hobbyists in fields such as coins, baseball cards and firearms
FWMED 153	STANDARD CATALOG OF	United States	Registered	F+W Media, Inc.	74/732,983	2,131,629	16	Printed price-value guides and reference books for collectors and hobbyists in fields such as coins, baseball cards and firearms
FWMED 159	WARMAN'S	United States	Registered	F+W Media, Inc.	74/713,555	2,004,207	16	Series of books and price guides relating to antiques, jewelry, Americana and other collectibles

TRADEMARK

Code/Matter No.	Mark Name	Country	Status	Current Owner	Application Number	Registration Number	Classes	Goods
FW/MED 160	WARMAN'S Stylized	United States	Registered	F+W Media, Inc.	76/227,573	2,685,479	16	Series of books and price guides relating to antique glass, jewelry, furniture, Americana, and other collectibles
FW/MED 164	WRITERS MARKET	United States	Registered	F+W Media, Inc.	73/162,571	1,114,093	16	Annual publications, particularly annual books dealing with writers publishing of their materials

TRADEMARK

BOOK COMMON MARKS:
 LIVING READY
 The following imprint name is used but does not currently appear on the Registered TM or Common Law Marks list:
 NORTH LIGHT