

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonnier Corporation		07/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Flying Media Group, LLC		
Street Address:	1251 Cumberland Road		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37419-1075		
Entity Type:	Limited Liability Company: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4355777	FLYING	
Registration Number:	4411168	FLYING	
CORRESPONDENCE DATA			
Fax Number:	4235081232		
<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:	423-757-0232		
Email:	ccharniak@chamblisslaw.com		
Correspondent Name:	Paul S. Weidlich		
Address Line 1:	605 Chestnut Street		
Address Line 2:	Suite 1700		
Address Line 4:	Chattanooga, TENNESSEE 37450		
ATTORNEY DOCKET NUMBER:	28063_01/21002		
NAME OF SUBMITTER:	Paul S. Weidlich		
SIGNATURE:	/Paul S. Weidlich/		
DATE SIGNED:	08/24/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Assignment**”) is effective as of July 26, 2021, by and between Bonnier Corporation, a Delaware corporation (“**Assignor**”), Flying Media Group, LLC, a Tennessee limited liability company (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement), pursuant to which Assignee has agreed to purchase from Assignor certain assets of Assignor, including, without limitation, all of Assignor’s right, title and interest in and to all of the trademarks, trade names, service marks, in each case that are part of the Purchased Assets, whether registered or unregistered, and all applications and registrations thereof and all worldwide and common law rights thereto, including but not limited to the trademarks, trade names and service marks identified on Exhibit A attached hereto and any and all goodwill associated therewith (collectively, the “**Marks**”).

NOW, THEREFORE, in accordance with the terms of the Purchase Agreement and in consideration of the promises and mutual covenants and agreements contained herein and therein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee all of Assignor’s rights, title and interests in and to the Marks, together with (a) the applications for registration and registrations of the Marks; (b) all worldwide and common law rights that Assignor may have in the Marks; (c) the right to prosecute such applications or any new applications for the Marks, and enjoy the benefits of any registrations resulting therefrom worldwide; (d) the goodwill of the business symbolized by and associated with the Marks; and (e) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill. Assignor hereby authorizes the United States Patent and Trademark Office and any other official or organization whose duty it is to assign and/or maintain any of the Marks, at the expense of Assignee, to record Assignee as the assignee and owner of all Marks currently in the name of Assignor.

2. Further Assurances. Assignor hereby agrees with Assignee that Assignor, upon request and at the expense of Assignee, shall execute any and all further instruments regarding the assignments, conveyances and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Marks, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world. For the avoidance of doubt, in the event any third party hereafter infringes or otherwise violates Assignee’s right, title and/or interest in and to any of the Marks, Assignor agrees to cooperate fully at Assignee’s expense with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Marks, except if Assignee will seek indemnification from Assignor with respect thereto.

3. No Third Party Beneficiaries. Without limiting the rights of any party to the Purchase Agreement set forth therein, this Assignment shall be binding upon and inure solely to the benefit of

the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

4. Severability. In the event that any one or more of the provisions contained in this Assignment or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Assignment and any other application thereof shall not in any way be affected or impaired thereby; provided, however, that to the extent permitted by applicable Law, any invalid, illegal, or unenforceable provision may be considered for the purpose of determining the intent of the parties in connection with the other provisions of this Assignment.

5. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Purchased Assets and Assumed Liabilities. 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 hereof, the terms of the Purchase Agreement shall govern.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchange of copies of this Assignment and of signature pages by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Agreement for all purposes. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.


7. Governing Law; Submission to Jurisdiction. This Assignment shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflicts of law rules. All legal proceedings arising out of or relating to this Assignment shall be resolved in accordance with the Purchase Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

ASSIGNEE:

FLYING MEDIA GROUP, LLC

By  _____
S. Craig Fuller, its Manager

ASSIGNOR:

BONNIER CORPORATION

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed and delivered by their respective duly authorized representatives as of the date first above written.

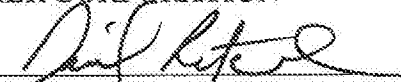
ASSIGNEE:

FLYING MEDIA GROUP, LLC

By _____
S. Craig Fuller, its Manager

ASSIGNOR:

BONNIER CORPORATION

By: 
Name: DAVID RITCHIE
Title: CEO

Signature Page to Trademark Assignment Agreement

EXHIBIT A

TRADEMARK REGISTRATIONS/APPLICATIONS

Reference Number	Mark	Country	Serial #	Registration Number	Goods & Services
11252-RN4355777	FLYING	United States	85/884,972	4,355,777	009 - Downloadable electronic publications in the nature of a magazine in the field of aviation 041 - Computer services, namely, providing an on-line publication in the nature of a magazine in the field of aviation; Entertainment services, namely, providing a web site featuring photographic, audio, video, and text presentations featuring information
11252-RN4411168	FLYING	United States	85/884,966	4,411,168	016 - Magazines in the field of aviation
CA-TMA236785	FLYING	Canada	0395669	TMA236785	016 - Monthly magazines devoted to aviation.

TRADEMARK

REEL: 007401 FRAME: 0849

RECORDED: 08/24/2021