

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM669999

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Penguin Random House LLC		08/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vox Media, LLC		
Street Address:	1201 Connecticut Ave., NW, 11th Floor		
City:	Washington		
State/Country:	D.C.		
Postal Code:	20036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4561618	PUNCH	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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:	2028576000		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Jason J. Mazur		
Address Line 1:	1717 K Street NW		
Address Line 2:	Arent Fox LLP		
Address Line 4:	Washington, D.C. 20006		
ATTORNEY DOCKET NUMBER:	031257.00518		
NAME OF SUBMITTER:	Jason J. Mazur		
SIGNATURE:	/Jason J. Mazur/		
DATE SIGNED:	08/24/2021		
Total Attachments: 5			
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EXHIBIT E

CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (“**Assignment**”), dated as of August 23, 2021 (“**Effective Date**”), is between Penguin Random House LLC, a Delaware limited liability company with an address of 1745 Broadway, New York, NY 10019 (“**Assignor**”), and Vox Media, LLC, a Delaware limited liability company with an address of 1201 Connecticut Ave., NW, 11th Floor, Washington, DC 20036 (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor is the owner of all rights, title, and interest in and to the trademarks (“**Trademarks**”) and trademark registration (“**Trademark Registration**”) listed on Schedule A hereto;

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of August 23, 2021 and an Assignment and Assumption Agreement dated as of August 23, 2021 (collectively, the “**Underlying Agreements**”) pertaining to the sale of certain assets owned by Assignor, pursuant to which, on the terms and subject to the conditions set forth in the Underlying Agreements, Assignor has sold, assigned, transferred, and conveyed to Assignee, and Assignee has purchased, acquired, and accepted from Assignor, all of Assignor’s rights, title and interest in and to certain assets, including the Trademarks and Trademark Registration; and

WHEREAS, Assignor and Assignee now desire to enter into this Confirmatory Assignment to confirm and document the sale, assignment, transfer, conveyance, and delivery to Assignee of all of Assignor’s right, title and interest in and to the Trademarks and Trademark Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. *Assignment.* Assignor hereby confirms that, as of the Effective Date, Assignor has irrevocably sold, assigned, transferred, and conveyed to Assignee, and Assignee hereby confirms that it has accepted the sale, assignment, transfer, and conveyance of, all of Assignor’s rights, title and interests in and to the Trademarks and the Trademark Registration, including the goodwill associated therewith and which is symbolized thereby, and, to the extent included in the Underlying Agreements, all of Assignor’s rights, title, and interests appurtenant thereto.

Section 2. *Additional Documents.* Subject to the terms and conditions of this Assignment and the Underlying Agreements, from and after the Effective Date, each party will execute and deliver all such documents and instruments, and

will take all such further actions, as may be reasonably necessary to consummate the transaction contemplated by this Assignment.

Section 3. *No Conflicts.* This Assignment is executed and delivered in connection with the consummation of the transactions contemplated by the Underlying Agreements. Nothing contained in this Assignment is intended to or shall be deemed to modify, expand, alter, amend, or otherwise change any of the rights or obligations of Assignee and Assignor under the Underlying Agreements. In the event of any conflict or inconsistency between the terms of the Underlying Agreements and the terms hereof, the terms of the Underlying Agreements shall govern. This Assignment shall not be deemed in any way to amend or otherwise modify the Underlying Agreements.

Section 4. *Governing Law.* This Assignment shall be governed by and construed in accordance with the law of the State of New York, without regard to the conflicts of law rules of such state.

Section 5. *Counterparts.* This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

PENGUIN RANDOM HOUSE LLC

By: _____
Name: Cara Deedy
Title: Vice President, Global
Mergers & Acquisitions

VOX MEDIA, LLC

By: *Lauren S. Fisher*

Name: Lauren Fisher
Title: Chief Legal Officer

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

PENGUIN RANDOM HOUSE LLC

By: Cara Deedy
Name: Cara Deedy
Title: Vice President, Global
Mergers & Acquisitions

VOX MEDIA, LLC

By: _____
Name: Lauren Fisher
Title: Chief Legal Officer

SCHEDULE A
Trademarks and Trademark Registration

Trademarks:

PUNCH

PUNCH



Trademark Registration:

Jurisdiction	Trademark	Reg. No.	Reg. Date	Services
United States	PUNCH	4561618	July 1, 2014	Online magazine featuring articles, news, videos, recipes, travel tips, and guide, all in the field of cocktails and spirits, in Class 41.