

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
B.B. Kirkbride Bible Company, Inc.		12/03/2020	Corporation: INDIANA
RECEIVING PARTY DATA			
Name:	HarperCollins Christian Publishing, Inc.		
Street Address:	501 Nelson Place		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37214		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1534246	THE THOMPSON CHAIN-REFERENCE	
Registration Number:	2231951	THOMPSON	
Registration Number:	1046348	CHAIN-REFERENCE	
Registration Number:	1050057	CHAIN REFERENCE	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	612.492.6842		
Email:	ny.trademark@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP		
Address Line 2:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	M293528		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	09/14/2021		
Total Attachments: 5			

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SHORT FORM
TRADEMARK ASSIGNMENT
FOR RECORDATION

THIS SHORT FORM TRADEMARK ASSIGNMENT (this “TM Assignment”) is executed as of December 3, 2020 by B. B. Kirkbride Bible Company, Inc., an Indiana corporation (“Seller”), and HarperCollins Christian Publishing Inc., a Tennessee corporation (“Buyer”). Seller and Buyer are together referred to herein as the “Parties”.

RECITALS

WHEREAS, Seller is the owner of all rights, titles and interests in and to the trademarks and registrations therefor set forth on Schedule A hereto and incorporated herein, including all common law and other rights therein, together with all of the goodwill associated therewith and symbolized thereby (the “Trademarks”);

WHEREAS, on December 3, 2020, the Parties entered into an Asset Purchase Agreement (the “Purchase Agreement”) and a related Intellectual Property Assignment (the “IPA”);

WHEREAS, pursuant to the Purchase Agreement, Seller agreed to sell, convey, assign and transfer, and desires to sell, convey, assign and transfer, all of Seller’s rights, titles, and interests in and to the Trademarks to Buyer along with the entirety of the goodwill associated therewith, and Buyer desires to receive all rights, titles, and interests in and to the Trademarks; and

WHEREAS, pursuant to Section 2 of the IPA, the Seller agreed to execute any additional documentation deemed necessary by the Buyer to perfect its title in the Trademarks.

NOW, THEREFORE, in consideration of the covenants and agreements contained in the Purchase Agreement and the IPA and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer, have agreed as follows:

1. Assignment. Seller does hereby irrevocably sell, convey, assign and transfer to Buyer, its successors and assigns, and Buyer purchases and accepts from Seller, all of Seller’s rights, titles, and interests in and to the Trademarks; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Seller has or may have in profits and damages for past, present and future infringements of the Trademarks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Buyer, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this assignment had not been made. Seller further consents to recordation of this TM Assignment by Buyer, including with the United States Patent and Trademark Office or successor offices.

2. Terms of Purchase Agreement. The representations, warranties, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby. 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 and control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

3. Governing Law. This TM Assignment and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this TM Assignment, or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the internal laws of the State of New York 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 jurisdiction other than those of the State of New York.

4. No Modifications. This TM Assignment may not be supplemented, altered or modified in any manner except by a writing signed by both Parties.

5. Successors and Assigns. This TM Assignment shall bind and shall inure to the benefit of the respective Parties and their assigns, transferees, and successors.

IN WITNESS WHEREOF, Assignor and Assignee have caused this TM Assignment to be executed by their duly authorized representatives as of the Effective Date.

HARPERCOLLINS CHRISTIAN PUBLISHING, INC. (ASSIGNEE)

By: 

Troy Edens (troy.edens@harcourt.com)

Name: Troy Edens

Title: SVP & CFO

B. B. KIRKBRIDE BIBLE COMPANY, INC. (ASSIGNOR)

By: 

Name: Michael B. Gage

Title: President