

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690256

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|---|--|------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Style, LLC | | 11/17/2021 | Limited Liability Company: VIRGINIA |
| RECEIVING PARTY DATA | | | |
| Name: | I64 Media, LLC | | |
| Street Address: | 23 Sesame Street | | |
| City: | Richmond | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 23235 | | |
| Entity Type: | Limited Liability Company: VIRGINIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1637599 | STYLE WEEKLY | |
| Registration Number: | 5117474 | RICHMONDER OF THE YEAR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8047801813 | | |
| <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: | 8046497545 | | |
| Email: | zcohen@t-mlaw.com | | |
| Correspondent Name: | Zac Cohen | | |
| Address Line 1: | 100 Shockoe Slip | | |
| Address Line 4: | Richmond, VIRGINIA 23219 | | |
| NAME OF SUBMITTER: | Zachary D. Cohen | | |
| SIGNATURE: | /Zachary D. Cohen/ | | |
| DATE SIGNED: | 11/24/2021 | | |
| Total Attachments: 5 | | | |
| source=2. Trademark Assignment Agreement Style Weekly LLC to VPM (Executed) 4888-3290-0356 3#page1.tif | | | |
| source=2. Trademark Assignment Agreement Style Weekly LLC to VPM (Executed) 4888-3290-0356 3#page2.tif | | | |
| source=2. Trademark Assignment Agreement Style Weekly LLC to VPM (Executed) 4888-3290-0356 3#page3.tif | | | |
| source=2. Trademark Assignment Agreement Style Weekly LLC to VPM (Executed) 4888-3290-0356 3#page4.tif | | | |

OP \$65.00 1637599

ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is effective as of the 17th day of November, 2021 (hereinafter referred to as the "Effective Date"), by and between Style, LLC, having a place of business at 560 W. Grand Avenue, Chicago, Illinois 60654 ("Assignor") and I64 Media, LLC, having a place of business at 23 Sesame Street, Richmond, Virginia 23235 ("Assignee") (each a "Party," and collectively, the "Parties").

Recitals

WHEREAS, the Parties executed an Asset Purchase Agreement ("APA") dated November 17, 2021 whereby Assignee agreed to purchase certain assets of Assignor;

WHEREAS, the Parties have agreed that Assignor conveys, transfers, and assigns to Assignee the assets listed on Schedule A (the "Assets") annexed hereto and made a part hereof;

WHEREAS, the Parties have been advised by counsel who are familiar with intellectual property matters and fully understand the obligations entered into hereunder; and

WHEREAS, Assignor agrees to assign the Assets by taking all necessary steps to release and transfer any and all rights to Assignee.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor, for itself and its predecessors in interest, if any, hereby conveys, transfers, assigns, delivers, and contributes to Assignee: (a) any and all of Assignor's right, title, and interest in and to the Assets set forth on Schedule A attached hereto, together with the business to which the Assets pertain, and all goodwill of the business symbolized by the trademarks included in the Assets; (b) any and all income, royalties, damages, and payments hereafter due or payable to Assignor with respect to the Assets, including without limitation, damages and payments for past or future infringements and misappropriations of the Assets; and (c) any and all rights to sue for past, present, and future infringements or misappropriations of the Assets.
2. **Further Assurance.** Each Party will make all reasonable efforts to effect an orderly transfer of the Assets.
3. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
4. **Modification.** No supplement, change, or modification of this Agreement shall be binding unless expressed as such, executed in writing and signed by all the Parties hereto.

5. Waiver. No delay or failure by a Party to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. In addition, no waiver of any provision of this Agreement shall be deemed to be or shall constitute a waiver of any other provisions hereof, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless expressed as such in a document executed by the Party making the waiver.
6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia, except that its conflicts of laws provisions shall not be applied. The Federal and State courts of the City of Richmond, Virginia shall have personal jurisdiction over the Parties to this Agreement and subject matter jurisdiction over any dispute arising under it.
7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
8. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each Party and its respective successors and assigns.
9. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

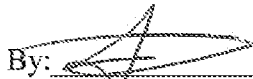
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by one of its duly authorized officers.

ASSIGNEE:

164 MEDIA, LLC

By: VPM Media Corporation,
a Virginia corporation
Its: Sole Member

By: 

Name: Jayme Swain

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by one of its duly authorized officers.

ASSIGNOR:

STYLE, LLC

By: Par Ridder

Name: Par Ridder

Title: General Manager

SCHEDULE A

REGISTERED TRADEMARKS

| Mark | Registration No. | Goods or Services | Registration Date |
|------------------------|------------------|--|-------------------|
| STYLE WEEKLY | 1637599 | Class 16: Tabloid magazine published weekly and printed on newsprint and featuring articles or sections on cultural, leisure, entertainment and advertising topics | May 12, 1991 |
| RICHMONDER OF THE YEAR | 5117474 | Class 16: Printed publication, namely, annual written article and reoccurring feature in a magazine recognizing and honoring outstanding citizens of Richmond, Virginia Class 41: Non-downloadable electronic publication, namely, annual written article and reoccurring feature in a magazine recognizing and honoring outstanding citizens of Richmond, Virginia | January 10, 2017 |