

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM700399

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/18/2018
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cox Enterprises, Inc.		01/06/2022	Corporation: DELAWARE
Cox Media Group Digital Development, Inc.		01/06/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WOS, Inc.
Street Address:	801 Congress Street, Suite #330
City:	Austin
State/Country:	TEXAS
Postal Code:	78701
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	4768323	RARE
Registration Number:	4846057	THE POPULIST

CORRESPONDENCE DATA

Fax Number: 2027393001

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.

Phone: 2027395965

Email: joseph.washington@morganlewis.com

Correspondent Name: Joseph E. Washington

Address Line 1: 1111 Pennsylvania Avenue, NW

Address Line 4: Washington, D.C. 20004-2541

NAME OF SUBMITTER:	Joseph E. Washington
SIGNATURE:	/Joseph E. Washington/
DATE SIGNED:	01/06/2022

Total Attachments: 2

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CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

This Confirmatory Trademark Assignment Agreement (“Agreement”) regards the trademarks RARE and THE POPULIST (collectively, the “Marks”) and is entered into by and between Cox Enterprises, Inc., a Delaware corporation (“Cox Enterprises”); Cox Media Group Digital Development, Inc., a Delaware corporation (“Cox Media”); and WOS, Inc. (now known as Wide Open Media, Inc.), a Texas corporation (“Wide Open”) (the “Parties” as used herein shall collectively refer to Cox Enterprises, Cox Media, and Wide Open) as follows:

- A. Cox Enterprises began using the RARE mark in interstate commerce at least as early as 2013 and THE POPULIST mark in interstate commerce at least as early as 2015 directly and/or indirectly through its licensee, Cox Media, whose use of the Marks, in turn, inured to it through use of the Marks by its sublicensee(s).
- B. The U.S. Patent and Trademark Office issued Registration Number 4768323 for the RARE mark to Cox Enterprises on July 7, 2015, and Registration Number 4846057 for the THE POPULIST mark to Cox Enterprises on August 18, 2015 (collectively, the “Registrations”).
- C. Cox Media assigned all rights, title, and interest in and to the Marks and the Registrations and associated goodwill to WOS, Inc., a Texas corporation (“WOS”) in an Asset Purchase Agreement and an Assignment of Intellectual Property, both executed on and effective as of May 18, 2018.
- D. On or about July 31, 2020, WOS Acquisition Corp. merged into WOS, with WOS being the surviving entity and changing its name to Wide Open Media, Inc.
- E. In May 2018, it was the intent of all Parties that WOS (now Wide Open) acquire and own all rights, title, and interest in and to the Marks and the Registrations, together with the goodwill of the business associated therewith.
- F. The parties now desire to execute this Confirmatory Trademark Assignment Agreement for the purposes of confirming ownership of the Marks and Registrations and all associated rights and goodwill, and recording with the U.S. Patent and Trademark Office.

AGREEMENT

- 1. **Confirmation of Assignment.** Each of Cox Enterprises and Cox Media hereby confirms its assignment to, and does hereby assign to, WOS, Inc., now known as Wide Open, all of its rights, title, and interest in and to the Marks and the Registrations, together with the goodwill of the business associated therewith, *nun pro tunc*, effective as of May 18, 2018.
- 2. **Future Assistance.** Each of Cox Enterprises and Cox Media agrees that it will, without additional consideration, give Wide Open or its nominee at any time in the future all assistance reasonably necessary to perfect the rights and interests confirmed to be granted to Wide Open in this Agreement, including without limitation the execution, acknowledgement, and delivery of all documents reasonably necessary to effectuate the intent of this Agreement.

3. Representation. Each Party hereby represents and warrants that it has the right, power, and authority to enter into this Agreement.

4. Miscellaneous.

- a. This Agreement supersedes all prior oral or written agreements of the Parties relating to the subject matter hereof.
- b. Any provision of this Agreement that may be deemed invalid or unenforceable by a court of competent jurisdiction shall in no way invalidate or render unenforceable the remainder of this Agreement, which shall remain in full force and effect.
- c. The terms of this Agreement may be amended only by the written agreement of all Parties.
- d. For purposes of this Agreement, the singular shall include the plural and vice versa.
- e. This Agreement shall be construed and governed by, and enforced in accordance with, the laws of the State of Delaware.
- f. Exclusive venue and jurisdiction for any disagreement arising out of or related to the terms of this Agreement shall be the state and federal courts located in New Castle County, Delaware.
- g. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be considered one and the same document.

AGREED:

Cox Enterprises, Inc.

By: *Luis A. Avila* Date: 1/6/2022
Luis A. Avila (Jan 6, 2022 11:45 EST)

Name: Luis A. Avila Title: VP, Governance & Compliance, Assistant Secretary

Cox Media Group Digital Development, Inc.

By: *Maria Friedman* Date: 1/6/2022

Name: Maria Friedman Title: VP & Treasurer

Wide Open Media, Inc. (formerly WOS, Inc.)

By: *Chris Mitchell* Date: 1/6/2022
DocuSigned by: Chris Mitchell 77A8538FA1574FD...

Name: Chris Mitchell Title: CTO