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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM706680

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Straight Dope, LLC		01/31/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Chicago Sun-Times Media, Inc.	
Street Address:	30 N. Racine Ave., 3rd Floor	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60607	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1152348	THE STRAIGHT DOPE
Registration Number:	2151502	THE STRAIGHT DOPE

CORRESPONDENCE DATA

Fax Number: 2027568087

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: 202-756-8000

Email: ipdocketmwe@mwe.com, eatkins@mwe.com, kdelcoure@mwe.com

Correspondent Name: Eleanor B. Atkins

Address Line 1:McDermott Will & Emery LLPAddress Line 2:500 North Capitol Street, NWAddress Line 4:Washington, D.C. 20001-1531

ATTORNEY DOCKET NUMBER:	115395-0011
NAME OF SUBMITTER:	Eleanor B. Atkins
SIGNATURE:	/Eleanor B. Atkins/
DATE SIGNED:	02/04/2022

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Trademark Assignment*"), dated as of January 31, 2022, is made by and between Straight Dope, LLC, a Delaware limited liability company ("*Assignor*") and Chicago Sun-Times Media, Inc., a Delaware corporation ("*Assignee*").

RECITALS

- A. The Assignor is the owner of the trademarks set forth on <u>Schedule 1</u> hereto, together with the goodwill of the business associated therewith (collectively referred to as the "<u>Marks</u>");
- B. Pursuant to the terms of that certain Asset Purchase Agreement dated as of the date hereof by and among the Assignor, the Assignee and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Marks to the Assignee;
- C. In connection with the Purchase Agreement, the Assignor has agreed to transfer substantially all of the assets of the business to which the Marks relate, and that such business is ongoing; and
- D. This Trademark Assignment memorializes the assignment, transfer and sale of the Mark from the Assignor.

AGREEMENT

NOW THEREFORE, for the good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

- 1. Assignor does hereby irrevocably sell, assign, transfer, convey, and deliver to the Assignee, its successors and permitted assigns, all right, title and interest, in and to the Marks, and all of the goodwill of the business associated with the Marks, together with that portion of Assignor's business to which the Marks pertain, and all registrations and pending applications for the Marks, along with any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.
- 2. Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at

the corresponding entities or agencies in any country or jurisdiction that may exercise authority over any of the Marks, to record this Trademark Assignment.

- 3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement.
- 4. Upon reasonable request by the Assignee, the Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by the Assignee to vest full title in and to the Marks in the Assignee or which may be necessary to obtain, renew, issue or enforce the Marks. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers, provided that Assignee shall not execute any such further papers unless Assignor has failed to do so within 5 business days of Assignee's delivery to Assignor of a written request therefor.
- 5. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.
- 6. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
- 7. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

[signatures contained on following page]

ACTIVE.135366786.02

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR: Straight Dope, LLC

By: Sun-Times Media Group, LLC, as sole

manager

Name: Nykia Wright

Title: Chief Executive Officer

ASSIGNEE: Chicago Sun-Times Media, Inc.

By: ______ Name:

Title:

ASSIGNEE:

CHICAGO SUN-TIMES MEDIA, INC.

DocuSigned by:

Matt Moog

Name: Matthew Moog
Title: Chair of the Board

RECORDED: 02/04/2022

[Signature Page to Trademark Assignment]