

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM706681

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sun-Times Media IP, LLC		01/31/2022	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Chicago Sun-Times Media, Inc.		
<b>Street Address:</b>	30 N. Racine Ave., 3rd Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60607		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	5664014	CHICAGO DAILY NEWS	
Registration Number:	1442078	CHICAGO SUN-TIMES	
Registration Number:	4707888	CHICAGO SUN-TIMES	
Registration Number:	4959195	CHICAGO SUN TIMES	
Registration Number:	3299802	STNG WIRE	
Registration Number:	2992521	SUN-TIMES	
Registration Number:	4679115	SUN-TIMES	
Registration Number:	4959197	SUN TIMES NETWORK	
Registration Number:	4070593	TODRIVE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027568087		
<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>			
<b>Phone:</b>	202-756-8000		
<b>Email:</b>	ipdocketmwe@mwe.com, eatkins@mwe.com, kdelcoure@mwe.com		
<b>Correspondent Name:</b>	Eleanor B. Atkins		
<b>Address Line 1:</b>	McDermott Will & Emery LLP		
<b>Address Line 2:</b>	500 North Capitol Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20001-1531		

CH \$240.00 5664014

<b>ATTORNEY DOCKET NUMBER:</b>	115395-0011
<b>NAME OF SUBMITTER:</b>	Eleanor B. Atkins
<b>SIGNATURE:</b>	/Eleanor B. Atkins/
<b>DATE SIGNED:</b>	02/04/2022
<b>Total Attachments: 6</b> source=Project Mercury - Sun-Times Media IP Trademark Assignment (Executed)#page1.tif source=Project Mercury - Sun-Times Media IP Trademark Assignment (Executed)#page2.tif source=Project Mercury - Sun-Times Media IP Trademark Assignment (Executed)#page3.tif source=Project Mercury - Sun-Times Media IP Trademark Assignment (Executed)#page4.tif source=Project Mercury - Sun-Times Media IP Trademark Assignment (Executed)#page5.tif source=Project Mercury - Sun-Times Media IP Trademark Assignment (Executed)#page6.tif	

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Trademark Assignment*”), dated as of January 31, 2022, is made by and between Sun-Times Media IP, LLC, an Illinois 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 Schedule 1 hereto, together with the goodwill of the business associated therewith (collectively referred to as the “Marks”);

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]*

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

ASSIGNOR: Sun-Times Media IP, LLC


By:   
Name: Nykia Wright  
Title: Chief Executive Officer

ASSIGNEE: Chicago Sun-Times Media, Inc.

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

CHICAGO SUN-TIMES MEDIA, INC.


DocuSigned by:  
  
By: 67213A8D30C64DA...  
Name: Matthew Moog  
Title: Chair of the Board


*[Signature Page to Trademark Assignment]*

**TRADEMARK**  
**REEL: 007624 FRAME: 0747**

**EXHIBIT 1**

**TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>Trademark/ Registration No/ Application No.</b>	<b>Status/Key Dates</b>	<b>Current Owner</b>
CHICAGO DAILY NEWS RN: 5664014 SN: 87364418 Disclaimer: "DAILY NEWS"	Registered, January 29, 2019 Int'l Class: 41 First Use: 1989 Filed: March 9, 2017 Register Type: Principal Register - Sec. 2(F)	Sun-Times Media IP, LLC (Illinois Limited Liability Company) Suite 300 30 N. Racine Ave., CHICAGO, IL 60607 United States of America
CHICAGO SUN-TIMES RN: 1442078 SN: 73625998 Disclaimer: "CHICAGO"	Renewed, June 10, 2017 Office Status: Registered and Renewed Int'l Class: 16 First Use: March 26, 1948 Filed: October 20, 1986 Registered: June 9, 1987 Register Type: Principal Register	Sun-Times Media IP, LLC (Illinois Limited Liability Company) Suite 300 30 N. Racine Ave., CHICAGO, IL 60607 United States of America
CHICAGO SUN-TIMES RN: 4707888 SN: 86357348 Disclaimer: "CHICAGO"	Registered: March 24, 2015 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 41 First Use: October, 1995 Filed: August 5, 2014 Register Type: Principal Register	Sun-Times Media IP, LLC (Illinois Limited Liability Company) Suite 300 30 N. Racine Ave., CHICAGO, IL 60607 United States of America
CHICAGO SUN TIMES and Design  RN: 4959195 SN: 86737551 Disclaimer: "CHICAGO"	Registered, May 17, 2016 Int'l Class: 16,41 First Use: March 11, 2015 Filed: August 26, 2015 Register Type: Principal Register	Sun-Times Media IP, LLC (Illinois Limited Liability Company) Suite 300 30 N. Racine Ave., CHICAGO, IL 60607 United States of America
STNG WIRE RN: 3299802 SN: 78817623 Disclaimer: "WIRE"	Renewed, August 11, 2017 Office Status: Registered and Renewed Int'l Class: 41 First Use: February 13, 2006 Filed: February 17, 2006 Registered: September 25, 2007 Register Type: Principal Register	Sun-Times Media IP, LLC (Illinois Limited Liability Company) Suite 300 30 N. Racine Ave., CHICAGO, IL 60607 United States of America
SUN-TIMES RN: 2992521 SN: 78452274	Renewed, October 4, 2015 Office Status: Registered and Renewed Int'l Class: 16 First Use: March 26, 1948 Filed: July 16, 2004 Registered: September 6, 2005 Register Type: Principal Register	Sun-Times Media IP, LLC (Illinois Limited Liability Company) Suite 300 30 N. Racine Ave., CHICAGO, IL 60607 United States of America
SUN-TIMES RN: 4679115 SN: 86357315	Registered: January 27, 2015 Office Status: Section 8 & 15-Accepted and Acknowledged	Sun-Times Media IP, LLC (Illinois Limited Liability Company) Suite 300 30 N. Racine Ave.,

Trademark/ Registration No/ Application No.	Status/Key Dates	Current Owner
	Int'l Class: 41 First Use: October, 1995 Filed: August 5, 2014 Register Type: Principal Register	CHICAGO, IL 60607 United States of America
SUN TIMES NETWORK and Design  RN: 4959197 SN: 86737571 Disclaimer: "NETWORK"	Registered, May 17, 2016 Int'l Class: 41 First Use: October 31, 2014 Filed: August 26, 2015 Register Type: Principal Register	Sun-Times Media IP, LLC (Illinois Limited Liability Company) Suite 300 30 N. Racine Ave., CHICAGO, IL 60607 United States of America
TODRIVE.COM RN: 4070593 SN: 85315427	Registered: December 13, 2011 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 35 First Use: September 1, 2010 Filed: May 9, 2011 Register Type: Principal Register	Sun-Times Media IP, LLC (Illinois Limited Liability Company) Suite 300 30 N. Racine Ave., CHICAGO, IL 60607 United States of America
CHICAGO DAILY NEWS RN: IL 0844817	ILLINOIS - Renewed Last Status Received: Renewed, February 25, 2015 Registered: February 25, 2000	Sun-Times Media IP, LLC (Illinois Limited Liability Company) Suite 300 30 N. Racine Ave., CHICAGO, IL 60607 United States of America