

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708650

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Hoefler Type Foundry, Inc.		09/14/2021	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Jonathan Hoefler		
Street Address:	203 Hildreth Ln #3036		
City:	Bridgehampton		
State/Country:	NEW YORK		
Postal Code:	11932		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88822661	ADDISON	
Serial Number:	90869122	MILLINER	
CORRESPONDENCE DATA			
Fax Number:	7036106200		
<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:	7036106100		
Email:	boxip@hoganlovells.com		
Correspondent Name:	Rachel J. Eisen of Hogan Lovells US LLP		
Address Line 1:	8350 Broad Street, 17th Floor		
Address Line 2:	Attn: Box Intellectual Property		
Address Line 4:	Tysons, VIRGINIA 22102		
NAME OF SUBMITTER:	Rachel J. Eisen of Hogan Lovells US LLP		
SIGNATURE:	/Rachel J. Eisen/		
DATE SIGNED:	02/16/2022		
Total Attachments: 9			
source=Project Meru - TM Assignment Agreement#page1.tif			
source=Project Meru - TM Assignment Agreement#page2.tif			
source=Project Meru - TM Assignment Agreement#page3.tif			

CH \$65.00 88822661

source=Project Meru - TM Assignment Agreement#page4.tif
source=Project Meru - TM Assignment Agreement#page5.tif
source=Project Meru - TM Assignment Agreement#page6.tif
source=Project Meru - TM Assignment Agreement#page7.tif
source=Project Meru - TM Assignment Agreement#page8.tif
source=Project Meru - TM Assignment Agreement#page9.tif

TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This Trademark Assignment and Assumption Agreement (this "Assignment"), effective as of September 14, 2021, is by and between The Hoefler Type Foundry, Inc., a New York corporation ("Assignor"), and Jonathan Hoefler, an individual ("Assignee").

WHEREAS, pursuant to the Bill of Sale, Assignment and Assumption Agreement, dated September 14, 2021, between Assignor and Assignee, Assignee has agreed to acquire from Assignor, and Assignor has agreed to sell to Assignee, all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A attached hereto (the "Trademarks"), including the corresponding registrations and applications for registration thereof, together with all common law rights related to any of the foregoing and all of the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, conveys, assigns, transfers and delivers to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, including, as applicable, the corresponding registrations and applications for registration thereof, together with all of the goodwill associated therewith, and any extensions and renewals thereof, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor or its applicable affiliates if this Assignment had not been made, together with all causes of action and rights to sue or seek other remedies arising from or relating to any of the foregoing, including for any past, present or future infringement, dilution, misappropriation, misuse or other violation or impairment thereof, including the right to receive all proceeds therefrom.

2. Cooperation. Assignor agrees to execute and deliver at the request of Assignee, all necessary documents and instruments in order to assign the Trademarks to Assignee, and to take such other future actions as may be reasonably necessary to effect the terms of this Assignment and vest all of Assignor's right, title and interest in and to the Trademarks in Assignee, including Assignee's right to record this Assignment with the United States Patent and Trademark Office and all other trademark offices worldwide, and to provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor. Assignor hereby authorizes and requests the relevant authority at the U.S. Patent and Trademark Office to issue or transfer all of the Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct, and to record and register this Assignment upon request by Assignee, Assignee's successors, assigns and legal representatives, or to such nominees as Assignee may designate.

3. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment, or the negotiation, execution, performance, non-performance, interpretation, termination or construction hereof, shall be construed under, governed by, and enforced in accordance with the laws of the State of New York (without regard to the conflicts of law provisions thereof that

would require the application of the applicable law of another jurisdiction, including New York laws relating to applicable statutes of limitations and burdens of proof).

4. Successors and Assigns. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

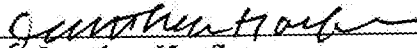
5. Counterparts. This Assignment may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows]

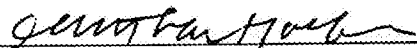
IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered on the day and year first above written.

Assignor:

THE HOEFLER TYPE FOUNDRY, INC.

By: 
Name: Jonathan Hoefler
Title: President

Assignee:


Jonathan Hoefler

[Signature Page to Trademark Assignment and Assumption Agreement]

TRADEMARK
REEL: 007635 FRAME: 0623

Schedule A

Trademarks

Mark	Owner (Immediately Prior to Effective Date of this Assignment)	Jurisdiction	Serial Number	Registration Date
Addison	The Hoefler Type Foundary, Inc.	U.S.	88822661	3/5/2020
Milliner	The Hoefler Type Foundary, Inc.	U.S.	87524733	6/12/2018

AMENDMENT NO. 1 TO BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Amendment No. 1 to Bill of Sale, Assignment and Assumption Agreement (this "**Amendment**"), is by and between The Hoefler Type Foundry, Inc., a New York corporation ("**Company**") and Jonathan Hoefler, an individual ("**Hoefler**"), and together with Company, the "**Parties**", and each, a "**Party**").

WHEREAS, the Parties have entered into that certain Bill of Sale, Assignment and Assumption Agreement, dated September 14, 2021 (the "**Existing Agreement**"); and

WHEREAS, the Parties hereto desire to amend the Existing Agreement to replace certain schedules attached thereto on the terms and subject to the conditions set forth herein.

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. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.
2. Amendments to the Existing Agreement. With retroactive effect to September 14, 2021, the Existing Agreement is hereby amended or modified by (i) amending, superseding, and replacing in its entirety the Schedule A (List of Purchased Assets) attached to the Existing Agreement with the Schedule A attached hereto; and (ii) amending, superseding, and replacing in its entirety the Schedule A attached to Schedule C (Short Form Trademark Assignment) attached to the Existing Agreement with the new Schedule A-1 attached hereto.
3. Limited Effect. Except as expressly provided in this Amendment, all of the terms and provisions of the Existing Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties. Without limiting the generality of the foregoing, the amendments contained herein will not be construed as an amendment to or waiver of any other provision of the Existing Agreement or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Effective Date, each reference in the Existing Agreement to "this Agreement," "the Agreement," "hereunder," "hereof," "herein," or words of like import, and each reference to the Existing Agreement in any other agreements, documents, or instruments executed and delivered pursuant to, or in connection with, the Existing Agreement, will mean and be a reference to the Existing Agreement as amended by this Amendment.
4. Miscellaneous. This Amendment may be signed in any number of counterparts (including by facsimile or PDF), each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument. The recitals set forth at the beginning of this Amendment are incorporated herein in their entirety. This Amendment together with the Existing Agreement as modified and amended by this Amendment, including the attachments hereto constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof, and supersedes and merges all prior discussions and all oral and/or written agreements between them relating thereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of September 14, 2021.

COMPANY:

THE HOEFLER TYPE FOUNDRY, INC.

DocuSigned by:

Jan Kaestner

By: 99F263A6D6FF41A...

Name: Jan Kaestner

Title: SVP & General Counsel

Date: Feb-15-2022

HOEFLER:

Jonathan Hoefler

Jonathan Hoefler

Date: **10 February 2022**

Schedule A

List of Purchased Assets

1. The following registered copyrights, and any unregistered Intellectual Property rights related thereto:

Copyright	Owner (Immediately Prior to Effective Date of this Assignment)	Jurisdiction	Copyright Number	Registration Date
Fetish-HTF-No338	The Hoefler Type Foundry, Inc.	U.S.	TX0005219006	11/1/1994
Gestalt-HTF-Linear-Bold	The Hoefler Type Foundry, Inc.	U.S.	TX0005219018	5/1/1991
Gestalt-HTF-Linear-Light	The Hoefler Type Foundry, Inc.	U.S.	TX0005219004	5/1/1991
Gestalt-HTF-Linear-Outline	The Hoefler Type Foundry, Inc.	U.S.	TX0005219019	5/1/1991
Gestalt-HTF-Linear-Medium	The Hoefler Type Foundry, Inc.	U.S.	TX0005219005	5/1/1991
Mayfair Prototype	The Hoefler Type Foundry, Inc.	U.S.	TXu002144899	3/27/2019

2. The following registered trademarks, and any unregistered Intellectual Property rights related thereto:

Mark	Owner (Immediately Prior to Effective Date of this Assignment)	Jurisdiction	Serial Number / Application	Registration / Application
Addison	The Hoefler Type Foundry, Inc.	U.S.	88822661	3/5/2020
Milliner	The Hoefler Type Foundry, Inc.	U.S.	90869122	8/6/2021

3. The library of antiquarian books and periodicals on typography previously stored at the Company's offices in New York, New York.
4. Office furniture previously stored at the Company's offices in New York, New York.
5. Computers and related electronic devices, including three computers, three laptop computers, two iPhones, three iPads, a printer, and a scanner.

6. Photographic and video equipment, including two DSLR cameras, various lenses, audio recording equipment and lighting equipment.
7. Any font or typeface (including any preliminary, intermediate, unfinished, or draft version thereof and any documentation related thereto) and related designs, sketches, and other content that has been developed by or on behalf of Hoefler that is not (i) a product or service distributed, licensed, or sold by or on behalf of the Company on or immediately prior to the date hereof, or (ii) any product or service under development on or immediately prior to the hereof and intended to be distributed, licensed, or sold by or for the Company, including all Intellectual Property rights therein and all tangible embodiments thereof (the "**Hoefler Personal Material**"). For the avoidance of doubt, the Hoefler Personal Material also includes the following fonts and all Intellectual Property rights therein and tangible embodiments thereof: Fetish, Gestalt, Mayfair, Milliner, and Addison (including any preliminary, intermediate, unfinished, or draft version thereof and any documentation related thereto) and related designs, sketches, and other content. For purposes of this Agreement, "Intellectual Property" shall mean, collectively, in any and all jurisdictions worldwide: any patent, patent application, inventions (whether or not patentable) trademark (whether registered or unregistered), trademark application, logos, trade name, fictitious business name, service mark (whether registered or unregistered), service mark application, copyright (whether registered or unregistered), copyright application, works of authorship, trade secret, know-how, proprietary information, customer list, computer program, computer software and databases, together with, as applicable, object code, source code, firmware, files, development tools, and embedded versions thereof, and documentation related thereto, any website, Internet domain name, web address, uniform resource locator, social media handle, user name or account identifier, and all goodwill associated with any of the foregoing, or other similar intellectual property right.

Schedule A-1**Trademarks**

Mark	Owner (Immediately Prior to Effective Date of this Assignment)	Jurisdiction	Serial Number / Application Number	Registration / Application Date
Addison	The Hoefler Type Foundry, Inc.	U.S.	888226 61	3/5/2020
Milliner	The Hoefler Type Foundry, Inc.	U.S.	908691 22	8/6/2021

M90001260

RECORDED: 02/16/2022**TRADEMARK
REEL: 007635 FRAME: 0629**