

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM724990

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Swift Communications,. Inc.		12/31/2021	Corporation: NEVADA
Sierra Nevada Media Group		12/31/2021	Corporation: NEVADA
Colorado Mountain News Media, Co.		12/31/2021	Corporation: NEVADA
Swift Managment, Inc.		12/31/2021	Corporation: NEVADA
Pressworks Ink		12/31/2021	Corporation: NEVADA
Fence Post Co.		12/31/2021	Corporation: WASHINGTON
Nevada County Publishing Co.		12/31/2021	Corporation: WASHINGTON
Wasatch Mountain News Media Co.		12/31/2021	Corporation: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Swift Communications, LLC
<b>Street Address:</b>	1500 Main Street
<b>City:</b>	Wheeling
<b>State/Country:</b>	WEST VIRGINIA
<b>Postal Code:</b>	26003
<b>Entity Type:</b>	Limited Liability Company: COLORADO
<b>Name:</b>	Swift Communications of California, Inc.
<b>Street Address:</b>	1500 Main Street
<b>City:</b>	Wheeling
<b>State/Country:</b>	WEST VIRGINIA
<b>Postal Code:</b>	26003
<b>Entity Type:</b>	Corporation: CALIFORNIA
<b>Name:</b>	PWI, LLC
<b>Street Address:</b>	1500 Main Street
<b>City:</b>	Wheeling
<b>State/Country:</b>	WEST VIRGINIA
<b>Postal Code:</b>	26003
<b>Entity Type:</b>	Limited Liability Company: NEVADA
<b>Name:</b>	Ogden Publications, Inc.
<b>Street Address:</b>	1500 Main Street

OP \$540.00 3198512

City:	Wheeling
State/Country:	WEST VIRGINIA
Postal Code:	26003
Entity Type:	Corporation: KANSAS

**PROPERTY NUMBERS Total: 21**

Property Type	Number	Word Mark
Registration Number:	3198512	CRAIG DAILY PRESS
Registration Number:	5666144	CRAIG PRESS
Registration Number:	5277877	EVERYTHING COLORADO
Registration Number:	3989065	EXPLORE STEAMBOAT
Registration Number:	6298198	HOT AIR BALLOON RODEO
Registration Number:	6015476	PARK CITY'S BEST
Registration Number:	3378402	POST INDEPENDENT
Registration Number:	3189346	STEAMBOAT PILOT & TODAY
Registration Number:	6235656	SUMMIT DAILY
Registration Number:	3375703	SUMMIT DAILY NEWS
Registration Number:	3301123	SWIFT COMMUNICATIONS
Registration Number:	3369121	THE ASPEN TIMES
Registration Number:	5007193	THE PARK RECORD
Registration Number:	2384815	THE PARK RECORD
Registration Number:	3483213	VAIL DAILY
Registration Number:	5163453	VAIL LIFESTYLE
Registration Number:	4438340	BEST OF TAHOE
Registration Number:	2625135	TAHOE.COM
Registration Number:	6062817	TAHOE TAP
Registration Number:	3397330	THE UNION
Serial Number:	90782437	STEAMBOAT TODAY

**CORRESPONDENCE DATA**

Fax Number: 6142200197

*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: 614-745-8844

Email: srector@petersonconners.com

Correspondent Name: Susan D. Rector

Address Line 1: 545 Metro Place South

Address Line 2: Suite 435

Address Line 4: Dublin, OHIO 43017

NAME OF SUBMITTER: Susan D. Rector

<b>SIGNATURE:</b>	/Susan D. Rector, Esq./
<b>DATE SIGNED:</b>	04/29/2022
<b>Total Attachments: 10</b> source=21-12-31 Assignment FULLY SIGNED#page1.tif source=21-12-31 Assignment FULLY SIGNED#page2.tif source=21-12-31 Assignment FULLY SIGNED#page3.tif source=21-12-31 Assignment FULLY SIGNED#page4.tif source=21-12-31 Assignment FULLY SIGNED#page5.tif source=21-12-31 Assignment FULLY SIGNED#page6.tif source=21-12-31 Assignment FULLY SIGNED#page7.tif source=21-12-31 Assignment FULLY SIGNED#page8.tif source=21-12-31 Assignment FULLY SIGNED#page9.tif source=21-12-31 Assignment FULLY SIGNED#page10.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of December 31, 2021 (the "Effective Date"), by and among SWIFT COMMUNICATIONS, INC., a Nevada corporation ("Swift"), and its subsidiaries, SIERRA NEVADA MEDIA GROUP, a Nevada corporation ("SNMG"), COLORADO MOUNTAIN NEWS MEDIA, CO., a Nevada corporation ("CMNM"), SWIFT MANAGEMENT, INC., a Nevada corporation ("SMI"), PRESSWORKS INK, a Nevada corporation ("PressWorks"), FENCE POST CO., a Washington corporation ("Fence Post"), NEVADA COUNTY PUBLISHING CO., a Washington corporation ("NCPC") and WASATCH MOUNTAIN NEWS MEDIA CO., a Delaware corporation ("WMNM") (collectively, "Sellers"); and SWIFT COMMUNICATIONS, LLC, a Colorado limited liability company ("Swift Colorado"), SWIFT COMMUNICATIONS OF CALIFORNIA, INC., a California corporation, PWI, LLC, a Nevada limited liability company, and OGDEN PUBLICATIONS, INC., a Kansas corporation (collectively, "Buyers").

### RECITALS

A. The Sellers use in connection with their respective businesses certain Intellectual Property and Registered Intellectual Property including but not limited to: (i) the registered marks and unregistered marks identified on Schedule A attached hereto and the goodwill of the Business associated therewith and symbolized thereby (the "Marks"), (ii) the domain names identified on Schedule A attached hereto (the "Domain Names"), and (iii) common law rights in and to the Marks (together with the Intellectual Property, Registered Intellectual Property, the Marks, and the Domain Names, collectively, the "IP").

B. Subject to the Asset Purchase Agreement, dated as of November 30, 2021 (as amended from time to time, the "Purchase Agreement"), by and among the Buyers and Sellers, the Sellers desire to assign, transfer, convey and deliver all of their right, title and interest throughout the world in and to their respective IP to the Buyers.

C. Subject to the Purchase Agreement, the Sellers and the Buyers are hereby effecting such assignment, transfer, conveyance and delivery of all of the right, title and interest of Sellers throughout the world in and to the IP.

### AGREEMENT

In consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Capitalized terms used but not defined in this Assignment shall have the meanings assigned to such terms in the Purchase Agreement.

Section 2. The Sellers have assigned, and hereby assign, transfer, convey and deliver, to the Buyers, subject to the Purchase Agreement, all right, title and interest of the Sellers throughout the world in and to their respective IP, which will be held and enjoyed by the Buyers for its own use and for the use of its successors, assigns and other legal representatives.

Section 3. The Sellers further assign to the Buyers (a) all of the Sellers' right to sue for and receive all damages accruing from past, present or future infringements of their respective IP and (b) all of the Sellers' right to receive all royalties from and all other amounts payable to the Sellers with respect to their respective IP.

Section 4. This Assignment is given pursuant to the Purchase Agreement and is subject to the terms thereof. This Assignment shall neither be construed to amend the terms of the Purchase Agreement nor limit, alter, impair, enlarge or enhance the rights thereunder of the parties thereto. This Assignment is given for the purpose of separately evidencing and effecting the transactions contemplated by the Purchase Agreement. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release the parties to the Purchase Agreement from any of their respective covenants, obligations or duties under the Purchase Agreement, it being the intention of such parties that such covenants, obligations and duties shall survive the execution and delivery of this Assignment except to the extent otherwise expressly provided in the Purchase Agreement.

Section 5. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 6. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Colorado, without reference to its choice of law rules.

Section 7. Except as set forth in the Purchase Agreement, the parties hereby irrevocably and unconditionally submit to the jurisdiction of the federal or state courts of **Denver County, Colorado** over any suit, action, or proceeding arising out of or relating to this Assignment. Each of the parties agrees that service of any process, summons, notice, or document by registered mail addressed to the party shall be effective service of process for any action, suit, or proceeding brought against the party in such court. Each of the parties hereby irrevocably and unconditionally waives any objection or defense that it may now or hereafter have to the jurisdiction and venue and to any claim that it has been brought in an inconvenient forum, and waives the right to any jury trial in any action, proceeding, or counterclaim brought by either party against the other.

Section 8. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Assignment may be executed by pdf signature, and a pdf signature shall constitute an original for all purposes.

Section 9. Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law, such invalidity, illegality or unenforceability shall be ineffective only to the extent of such invalidity, illegality or

unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

Section 10. Following the Effective Date, upon the Buyers' reasonable request, and at Sellers' sole cost and expense, the Sellers agree to take any further actions and execute and file any further documents reasonably necessary to carry out the intent of this Assignment and the Purchase Agreement without further consideration.

*[Signature Page Follows.]*

[SIGNATURE PAGE 1 OF 3 TO INTELLECTUAL PROPERTY ASSIGNMENT  
AGREEMENT]

IN WITNESS WHEREOF, this Assignment has been executed by the parties as of the day  
and year first hereinabove written.

**SELLER:**

**SWIFT COMMUNICATIONS, INC.**

By: William J. Waters  
William J. Waters, CEO

**SIERRA NEVADA MEDIA GROUP**

By: William J. Waters  
William J. Waters, CEO

**COLORADO MOUNTAIN NEWS MEDIA, CO.**

By: William J. Waters  
William J. Waters, CEO

**SWIFT MANAGEMENT, INC.**


By: William J. Waters  
William J. Waters, CEO

**PRESSWORKS INK**

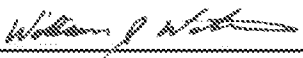
By: William J. Waters  
William J. Waters, CEO

[SIGNATURE PAGE 2 OF 3 TO INTELLECTUAL PROPERTY ASSIGNMENT  
AGREEMENT]

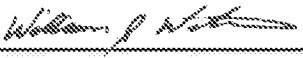
**FENCE POST CO.**

By:   
\_\_\_\_\_  
William J. Waters, CEO

**NEVADA COUNTY PUBLISHING CO.**

By:   
\_\_\_\_\_  
William J. Waters, CEO

**WASATCH MOUNTAIN NEWS MEDIA CO.**

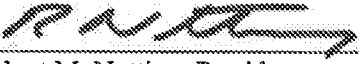
By:   
\_\_\_\_\_  
William J. Waters, CEO



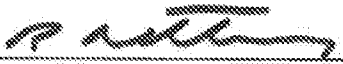
[SIGNATURE PAGE 3 OF 3 TO INTELLECTUAL PROPERTY ASSIGNMENT  
AGREEMENT]

**BUYER:**

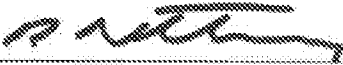
**SWIFT COMMUNICATIONS, LLC**

By:   
Robert M. Nutting, President

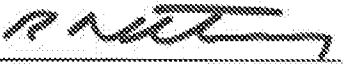
**SWIFT COMMUNICATIONS OF CALIFORNIA, INC.**

By:   
Robert M. Nutting, President

**OGDEN PUBLICATIONS, INC.**

By:   
Robert M. Nutting, President

**PWI, LLC**

By:   
Robert M. Nutting, President

**SCHEDULE A  
IP**

*See Attached*

**Schedule 4.9**

**Intellectual Property**

**1. TRADEMARKS:**

Mark/Name	Country/ State	Current Owner	App. No.	App. Date	Reg. No.	Reg. Date	Renewal	Status	S & I Ref. No.
BEST OF TAHOE	US	Swift Communications, Inc.	85/811,592	4/30/2012	4,438,340	11/26/2013	11/26/2023	Registered	15132-6-14
CRAIG DAILY PRESS	US	Colorado Mountain News Media, Co.	78/809,102	3/7/2006	3,198,513	3/15/2007	3/16/2027	Registered	15132-6-10
CRAIG PRESS	US	Colorado Mountain News Media, Co.	87/843,644	5/31/2018	3,666,144	7/29/2019	7/29/2029	Registered	15132-6-30
Everything Colorado	US	Swift Communications, Inc.	87/123,134	8/1/2016	3,277,677	8/29/2017	8/29/2027	Registered	15132-6-27
EXPLORE STEAMBOAT	US	Colorado Mountain News Media, Co.	85/162,643	10/27/2010	3,969,065	7/5/2011	7/5/2031	Registered	15132-6-9
HOT AIR BALLOON RIDGED	US	Colorado Mountain News Media, Co.	88/830,363	3/4/2010	3,296,198	3/23/2011	3/23/2031	Registered	15132-6-05
PARK CITY'S BEST	US	Wasatch Mountain News Media Co.	88/389,945	4/17/2010	3,015,476	3/17/2010	3/17/2010	Registered	15132-6-31
POST INDEPENDENT	US	Colorado Mountain News Media, Co.	77/226,356	7/10/2007	3,878,402	1/5/2008	1/5/2028	Registered	15132-6-18
STEAMBOAT PILET & TOGAY	US	Colorado Mountain News Media, Co.	78/809,106	2/7/2006	3,188,346	12/26/2006	12/26/2026	Registered	15132-6-12
STEAMBOAT TODAY	US	Colorado Mountain News Media, Co.	80/767,437	6/19/2001				Filed	15132-6-96
SUMMIT DAILY	US	Colorado Mountain News Media, Co.	88/820,252	3/4/2020	3,235,656	12/29/2020	12/29/2030	Registered	15132-6-34
SUMMIT DAILY NEWS	US	Colorado Mountain News Media, Co.	77/132,633	5/31/2007	3,325,209	1/28/2008	1/28/2028	Registered	15132-6-19
SWIFT COMMUNICATIONS	US	Swift Communications, Inc.	77/067,822	12/19/2006	3,301,133	10/2/2007	10/2/2027	Registered	15132-6-17
TAHOE TAP	US	Nevada County Publishing Co.	88/607,760	8/6/2015	3,063,817	8/26/2020	8/26/2030	Registered	15132-6-32
THE ASPEN TIMES	US	Colorado Mountain News Media, Co.	77/236,348	7/10/2007	3,369,121	3/15/2008	3/15/2028	Registered	15132-6-20
THE PARK RECORD	US	Wasatch Mountain News Media Co.	86/831,872	11/29/2015	3,007,193	7/26/2016	7/26/2026	Registered	15132-6-8
THE PARK RECORD	US	Wasatch Mountain News Media Co.	75/802,662	12/18/1998	2,384,813	9/12/2000	9/12/2030	Registered	15132-6-7
THE UNION	US	Nevada County Publishing Co.	77/01,370	3/7/2007	3,397,930	3/18/2008	3/18/2028	Registered	15132-6-23
WAIL DAILY	US	Colorado Mountain News Media, Co.	77/192,618	5/30/2007	3,443,213	8/12/2008	8/12/2028	Registered	15132-6-21
Wail Lifestyle	US	Swift Communications, Inc.	87/213,428	10/28/2016	3,163,653	3/14/2017	3/14/2027	Registered	15132-6-24

TAHOE.COM US Swift Communications, Inc. 78/070180 6/20/2001 2,625,135 9/24/2002 9/24/2022 Registered 15132-6-3

**2. Domain Names.**

Tahoe.com domain name registered with GoDaddy.com, LLC, and See domain name list attached.

**3. Mark Designs and Taglines:**

See next page.

www.tahoevalleytribune.com

Tahoe Daily Tribune | Section

Serving Lake Tahoe

TAHOE DAILY  
Tribune

www.sierranews.com

Sierra Sun

Serving Nyeada, Tahoe City, Truckee and Incline Village

www.thehorseworld.com

COMMERCIAL PRINT DIVISION We do it right!

www.livestocknews.com

TRISTAR  
LIVESTOCK NEWS

What Ranchers Read

**Farmer & Rancher EXCHANGE**  
The Equine's Choice As Weekly Since 1987

www.sabersavvy.com

GAVVY & SAVVY

1987-88  
By Jason Williams-Rosen

www.vaildaily.com

Vail Daily

Web, News, Local and Eagle Daily, Colorado News

www.summitdaily.com

SUMMIT DAILY

Serving Summit County, CO

www.aspentimes.com

THE ASPEN TIMES Since 1955

Since 1955

Snowmass Sun

www.postindependent.com

POST INDEPENDENT

Serving Glenwood Springs and Garfield County, CO

www.citizentelegram.com

THE CITIZEN TELEGRAM

www.sky-hi.com

SKY-HI

www.timespilotandtoday.com

TIMES  
PILOT & TODAY

Serving Routt County, Colorado

www.craigpress.com

CRAIG PRESS

Serving Moffat County

www.ebuhunter.com

EBU HUNTER

A complete guide to hunting for Western Colorado

www.theunion.com

THE UNION

News for Nevada County, California

www.parkrecord.com

PARK RECORD

Park City and Summit County News

Supplement  
to  
Schedule 4.9

**Intellectual Property**

1. TRADEMARKS:

The following registered trademarks shall be added to the Trademarks already listed on Schedule 4.9:

Current Owner	Mark Name	Country/ State	Reg. No.	Reg. Date	Renewal	Status	S & I Ref. No.
Colorado Mountain News Media, Co.	C.M.N.M.	CO	20001083560	4/25/2000	4/25/2025	Registered	15132-S-33
Colorado Mountain News Media, Co.	COLORADO MOUNTAIN NEWS MEDIA	CO	20001083508	4/25/2000	4/25/2025	Registered	15132-S-29

2. DOMAIN NAMES

The following domain names shall be added to the domain names already listed on Schedule 4.9:

cmnm.org