

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734152

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Swift Communications of California, Inc.		06/01/2022	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Gold Hill California Media Inc.		
Street Address:	1120 North Carbon Street		
City:	Marion		
State/Country:	ILLINOIS		
Postal Code:	62959		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3397330	THE UNION	
CORRESPONDENCE DATA			
Fax Number:	6142200197		
<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:	6147458844		
Email:	srector@petersonconnors.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		
SIGNATURE:	/Susan D. Rector, Esq./		
DATE SIGNED:	06/13/2022		
Total Attachments: 6			
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OP \$40.00 3397330

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”), dated as of June 1, 2022 (the “Effective Date”), by and between Swift Communications of California, Inc., a California corporation (“Seller”), and Gold Hill California Media Inc., a Delaware corporation (“Buyer”).

RECITALS

A. Seller uses in connection with its businesses certain 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 copyright registrations, applications for registration and copyright licenses set forth on Schedule A attached hereto (the “Copyrights”), (iii) the patents and patent applications set forth in Schedule A attached hereto (the “Patents”), (iv) the domain names identified on Schedule A attached hereto (the “Domain Names”), and (v) common law rights in and to the Marks (together with the Intellectual Property, the Marks, the Copyrights, the Patents and the Domain Names, collectively, the “IP”).

B. Subject to the Asset Purchase Agreement, dated as of May 25, 2022 (as amended from time to time, the “Purchase Agreement”), by and between Seller and Buyer, Seller desires to assign, transfer, convey and deliver all of its right, title and interest throughout the world in and to the IP to Buyer.

C. Subject to the Purchase Agreement, Seller and Buyer are hereby effecting such assignment, transfer, conveyance and delivery of all of the right, title and interest of Seller 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. Seller has assigned, and hereby irrevocably assigns, transfers, conveys and delivers, to Buyer, subject to the Purchase Agreement, all right, title and interest of Seller throughout the world in and to the IP, which will be held and enjoyed by Buyer for its own use and for the use of its successors, assigns and other legal representatives.

Section 3. Seller further irrevocably assigns, transfers, conveys and delivers to Buyer (a) all of Seller’s right to sue for and receive all damages accruing from past, present or future infringements of the IP and (b) all of Seller’s right to receive all royalties, fees, income, payments from and all other amounts payable to Seller with respect to the 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. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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 Buyer's reasonable request, and at Seller's sole cost and expense, Seller agrees to take any further actions and execute and file any

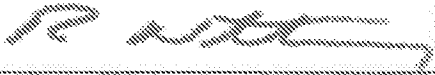
further documents reasonably necessary to carry out the intent of this Assignment and the Purchase Agreement without further consideration.

[Signature Page Follows]

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

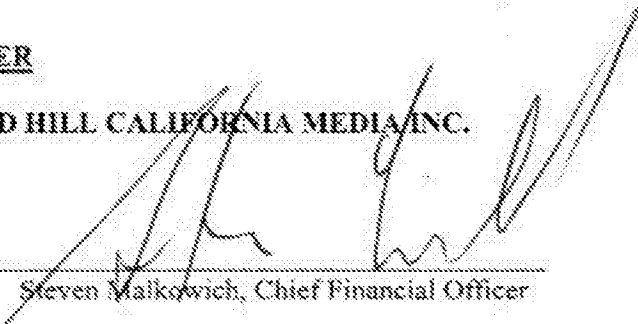
SELLER:

SWIFT COMMUNICATIONS OF CALIFORNIA, INC.

By: 
Robert M. Nutting, President

BUYER

GOLD HILL CALIFORNIA MEDIA, INC.

By: 
Steven Malkowich, Chief Financial Officer

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

IP

1. TRADEMARK:

Registered Trademark USPTO	THE UNION
Application Number	77/101,370
Application Date	2/7/2007
Registration Number	3,397,330
Registration Date	3/18/2008
Renewal Date	3/18/2028
S & I Reference Number	1532-6-23

Unregistered Trademarks:

Any common law or unregistered trademarks of Seller existing within the content of the websites set forth below, or in any of the Company Publications, whether in print or online.

2. Domain Names:

www.theunion.com
<https://www.facebook.com/FoothillWeekly/>
<https://www.linkedin.com/company/the-wildwood-independent/>
exploregrassvalley.com
grassvalleythisweek.com
theunion.biz
yourunionevents.com

All other social media and/or networking accounts relating to any of the Company Publications owned or controlled by Seller

3. Mark Design:

THE UNION

4. Tagline:

News for Nevada County, California

5. Patents:

None.