

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quartz Media, Inc.		05/10/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gizmodo Media Group, LLC		
Street Address:	1290 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4401118	QUARTZ	
Serial Number:	97239113	BEST COMPANIES FOR REMOTE WORKERS	
Registration Number:	5260129	QUARTZY	
Registration Number:	5623523	QUARTZY	
Registration Number:	5431503	ATLAS	
Registration Number:	5647774	OBSESSIONS	
Registration Number:	5810385	OBSESSION	
Registration Number:	6446814	MAKE BUSINESS BETTER	
CORRESPONDENCE DATA			
Fax Number:	3102822200		
<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:	310-282-2000		
Email:	trademarks@loeb.com		
Correspondent Name:	Jorge Arciniega c/o Loeb & Loeb LLP		
Address Line 1:	10100 Santa Monica Blvd., Suite 2200		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	237232-10001		
NAME OF SUBMITTER:	Jorge Arciniega		

OP \$215.00 4401118

SIGNATURE:	/Jorge Arciniega/
DATE SIGNED:	06/13/2022
Total Attachments: 11 source=07. Intellectual Property Assignment Agreement#page1.tif source=07. Intellectual Property Assignment Agreement#page2.tif source=07. Intellectual Property Assignment Agreement#page3.tif source=07. Intellectual Property Assignment Agreement#page4.tif source=07. Intellectual Property Assignment Agreement#page5.tif source=07. Intellectual Property Assignment Agreement#page6.tif source=07. Intellectual Property Assignment Agreement#page7.tif source=07. Intellectual Property Assignment Agreement#page8.tif source=07. Intellectual Property Assignment Agreement#page9.tif source=07. Intellectual Property Assignment Agreement#page10.tif source=07. Intellectual Property Assignment Agreement#page11.tif	

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement, dated as of May 10, 2022 (this “Agreement”), is entered into by and among Quartz Media, Inc., a Delaware corporation (“Quartz Media”), Quartz News Limited (England and Wales), a private company limited by shares incorporated under the laws of England and Wales (“Quartz UK”), Quartz News Limited (Hong Kong), a private limited company incorporated under the laws of Hong Kong (“Quartz Hong Kong”), Quartz Media Group PBC, a Delaware public benefit corporation (“Quartz Parent”) and Zachary Seward, in his personal and individual capacity referred to herein as a “Principal”; Principal, Quartz Parent, Quartz Media, Quartz UK and Quartz Hong Kong are individually and/or collectively referred as the “Assignor”) and Gizmodo Media Group, LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of April 27, 2022 (as amended from time to time, the “Purchase Agreement”), pursuant to which Assignor sells, conveys, transfers, assigns and delivers unto Assignee all right, title, and interest in and to the Transferred Assets (as defined therein). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.

WHEREAS, the Assignee and the Assignor hereby wish the Assignor to confirm and further evidence and confirm the transfer to the Assignee of all of the Assignor’s rights, titles and interests in and to that certain property listed on Exhibit A hereto, together with all goodwill related thereto (collectively, the “Assigned Property”), effective as of the date hereof.

NOW, THEREFORE, in consideration of the mutual premises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Acceptance.

(a) Effective as of the date hereof, the Assignor hereby transfers, assigns, conveys, grants and sets over to the Assignee and its successors and assigns forever, and the Assignee hereby accepts, assumes and acquires from the Assignor, for itself and its successors and assigns forever, all of the Assignor’s rights, titles, interests in, to and under the Assigned Property in each and every jurisdiction worldwide, including any and all goodwill related to the Assigned Property, in each case, free and clear of any liens or encumbrances.

(b) To the extent that any of the rights of the Assignor in, to or under the Assigned Property cannot be assigned to the Assignee under any applicable law, the Assignor hereby unconditionally and irrevocably waives in favor of the Assignee and its successors and assigns the enforcement of all such rights to the fullest extent permitted under applicable law, and hereby forever discharges and releases each of the Assignee and its officers, managers, directors, employees, Affiliates, successors, assignees,

licensees and customers from any and all claims and causes of action of any kind with respect to the Assigned Property and the use or infringement thereof, whether now known or hereafter to become known. The Assignor hereby agrees, at the request and expense of the Assignee and its successors, assigns and licensees, to consent to and join in any action to enforce any rights, titles and interests assigned hereunder. In the event that the Assignor has any rights or title to, or interest in, the Assigned Property which cannot be assigned to the Assignee and cannot be waived, the Assignor hereby grants to the Assignee and its successors and assigns, an exclusive, worldwide, fully paid-up, royalty-free, transferable, irrevocable and perpetual license to manufacture, market, distribute, import and export, use, reproduce, modify, create and own derivative works from, and publicly display, with the right to sub-license through multiple levels of sub-licensees, and otherwise fully exploit in all respects, all of the Assignor's rights, titles and interests in, to and under, the Assigned Property.

2. Cessation of Use. Immediately upon mutual execution of this Agreement, Assignor shall (i) cease any further use of the Assigned Property, and (ii) take such action as necessary to change any registered ownership or usage of such names by Assignor to the Assignee. Assignor covenants that it or any Affiliate thereof will not at any time in the future, directly or indirectly, (a) use in any manner or seek to register the Assigned Property or any works confusingly similar to the Assigned Property incorporating words confusingly similar in variation to the Assigned Property, or (b) contest or oppose in any forum the Assignee's rights in the Assigned Property.

3. Further Assurances; Limited Power of Attorney. The Assignor hereby covenants and agrees that, at any time and from time to time after the date hereof, at the request of the Assignee, the Assignor will (a) promptly and duly execute and deliver, or cause to be executed and delivered to the Assignee, all such further documents and instruments, and (b) take all such other and further actions, as may be reasonably requested by the Assignee to more effectively transfer, assign, convey, grant, set over and vest all rights, titles and interests of the Assignor in, to and under the Assigned Property, together with all goodwill related to the Assigned Property, to the Assignee and its successors and assigns forever in each and every jurisdiction worldwide. For the purposes of ensuring that the Assignee is able to effect the execution, delivery, verification, recording and/or filing of any documents or instruments necessary or advisable in the determination of the Assignee in connection with the assignment or enforcement of the rights described in this Agreement, the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the agent and attorney in fact of the Assignor, to act for and on behalf of the Assignor with respect to the execution, delivery, verification, recording and/or filing of any such documents or instruments and to do all other lawfully permitted acts to further the purposes of this Agreement with the same legal force and effect as if executed by the Assignor.

4. Specific Enforcement. The Assignor expressly acknowledges and admits that the Assignee will be irreparably damaged if this Agreement is not specifically enforced. The Assignor further acknowledges and admits that the damages resulting

from such a breach will be difficult or impossible to ascertain, and will be of the sort that cannot be compensated by money or other damages. The Assignor therefore waives (and is estopped from asserting in a court of law or equity) any argument that any breach, or threatened breach, of any of the covenants contained in this Agreement does not constitute irreparable harm for which an adequate remedy at law is unavailable, and agrees that upon a breach or threatened breach of the terms, covenants or conditions of this Agreement by the Assignor, the Assignee shall, in addition to all other remedies available at law or in equity (including money damages), be entitled to seek a temporary or permanent injunction, or a decree for specific performance against such breaching party, without any showing by Assignee of any actual damage or requirement of posting a bond or other security. Nothing contained in this Section 5 or elsewhere in this Agreement shall be construed as prohibiting the Assignee from pursuing any other remedies available at law or in equity for a breach, or threatened breach, by the Assignor of any of the provisions contained in this Agreement.

5. Enforceability; Interpretation. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, then such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made. This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party who or which caused it to be drafted. The section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

6. Miscellaneous. No modification, amendment or waiver of any provision of this Agreement, or consent required hereby, nor any consent to any departure herefrom, shall be effective unless it is in writing and signed by the party against which such modification, amendment, waiver or consent is to be enforced or enforceable. Any such modification, amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. The rights and obligations of the parties hereto shall be binding upon, and inure to the benefit of, the parties hereto and their successors and permitted assigns. Notwithstanding the immediately preceding provision, the rights and obligations of any Assignor under this Agreement shall not be assignable or transferable without the prior written consent of the Assignee. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person. This Agreement shall be governed by and construed in accordance with the laws of the State of New York (without giving effect to any conflicts of laws provisions thereof). Each of the parties hereby irrevocably and unconditionally submits to the jurisdiction of any State of New York or Federal court of the United States of America located in New York County, New York, and irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement or the transactions

contemplated hereby may be litigated in such courts. **EACH OF THE PARTIES HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT HE, SHE OR IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT HE, SHE OR IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.** The provisions hereof, together with the exhibits hereto, contain the entire agreement between the parties hereto with respect to the matters set forth herein, and supersede all agreements and understandings between the parties hereto prior to the date hereof with respect to the matters set forth herein, other than the Purchase Agreement and/or other instruments or agreements entered into between the parties pursuant to or in connection with the Purchase Agreement. This Agreement may be executed and/or delivered in one or more counterparts, each executed counterpart (including counterparts executed and/or delivered by facsimile, e-mail or other electronic means) to be deemed an original instrument, and all such counterparts together to be deemed but one agreement. Notices which must or may be given pursuant to this Agreement shall be in writing, delivered by registered or certified mail (return receipt requested), e-mail (with confirmation of receipt), personal delivery, or by international overnight courier (signature required), in each case to the address or e-mail address of the intended recipient as set forth on the signature page hereto or such other address or e-mail address number as may be supplied by the intended recipient to the other party hereto by written notice in accordance with this provision.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNOR:

QUARTZ MEDIA, INC.

By: Zachary Seward
Name: Zachary Seward
Title: Chief Executive Officer

QUARTZ NEWS LIMITED (ENGLAND AND WALES)

By: Zachary Seward
Name: Zachary Seward
Title: Director

QUARTZ NEWS LIMITED (HONG KONG)

By: Zachary Seward
Name: Zachary Seward
Title: Director

QUARTZ MEDIA GROUP PBC

By: Zachary Seward
Name: Zachary Seward
Title: Chief Executive Officer

Zachary Seward
Zachary Seward

Address:
Quartz Media Group PBC
675 Avenue of the Americas, Suite 410
New York, NY 10010 USA
Attn: Zachary Seward

Phone number: (914) 924-3266

With a copy (which shall not constitute notice) to:

Kluk Farber Law
166 Mercer Street, Suite 6B
New York, NY 10012 USA
Attn: Eitan Hoenig, Esq.
Phone number: (617) 596-9506
Email: eitan@klukfarber.com

ASSIGNEE:

GIZMODO MEDIA GROUP, LLC

DocuSigned by:
By: 
Name: Jim Spanfeller
Title: Chief Executive Officer

Address:
Gizmodo Media Group, LLC
1290 Avenue of the Americas
New York, NY 10104 USA
Attn: Kai Falkenberg, Esq.
Phone number: (646) 413-0188
Email: kfalkenberg@g-omedia.com

With a copy (which shall not constitute notice to):

Reitler Kailas & Rosenblatt LLP
885 Third Avenue
20th Floor
New York, NY 10022 USA
Attn: Amos Edelman, Esq.
Phone number: (212) 209-3023
Email: aedelman@reitlerlaw.com

ASSIGNED PROPERTY

Domain Name	Registrar	Expiration Date
<u>hurricanemariasdead.com</u>	Network Solutions	08/31/2020
<u>losmuertosdemaria.com</u>	Network Solutions	08/31/2020
<u>messagechat.net</u>	Network Solutions	04/18/2020
<u>quartz.cc</u>	Network Solutions	05/07/2027
<u>quartz.work</u>	Network Solutions	07/28/2020
<u>quartznews.com</u>	Network Solutions	03/15/2025
<u>qz.com</u>	Network Solutions	03/25/2025
<u>qzdaily.co</u>	Network Solutions	05/07/2021
<u>qzdaily.me</u>	Network Solutions	05/07/2021
<u>qzmagazine.com</u>	Network Solutions	05/07/2021
<u>qzweek.com</u>	Network Solutions	05/07/2021
<u>qzweekly.com</u>	Network Solutions	05/07/2021
<u>secretipo.com</u>	Network Solutions	02/26/2021
<u>theatlas.com</u>	Network Solutions	12/10/2026
<u>THENEWGLOBALECONOMY.IS</u>	101Domain	4/2/2019
<u>QUARTZ.LY</u>	101Domain	5/8/2019
<u>QZ.AI</u>	101Domain	3/23/2020
<u>QUARTZ.AI</u>	101Domain	3/23/2020
<u>QUARTZ.EMAIL</u>	101Domain	3/23/2022
<u>QUARTZY.IS</u>	101Domain	6/27/2019
<u>quartz.bot</u>	EnCirca	12/05/2018
<u>qz.bot</u>	EnCirca	12/05/2018

Trademark Owner	Mark	Country	Serial #	Registration Number	PTO Status	PTO Status Date	Goods & Services
QUARTZ MEDIA LLC	QUARTZ	United States	85/616,965	4,401,118	Registered	09/10/2013	035 - Provision of on-line business, commercial, and geopolitical information and news in the fields of business and finance; advertising; market research; compilation of, and dissemination of compilations of, business and geopolitical information and statistics
QUARTZ MEDIA LLC	QUARTZY	United States	87/266,598	5,260,129	Registered	08/08/2017	041 - Providing online newsletters in the field of lifestyle topics, namely, food, travel, and fashion via e-mail
QUARTZ MEDIA LLC	QUARTZY	United States	87/470,040	5,623,523	Registered	12/04/2018	039 - Providing a website featuring information on travel

QUARTZ MEDIA LLC	ATLAS	United States	87/470,061	5,431,503	Registered	03/27/2018	009 - Downloadable charts and data in the field of current events provided via a website
QUARTZ MEDIA LLC	OBSESSION S	United States	87/927,926	5,647,774	Registered	01/08/2019	041 - Providing on-line columns, articles and newsletters for informational and entertainment purposes in the nature of current event news and editorials for entertainment purposes
QUARTZ MEDIA LLC	OBSESSION	United States	87/927,936	5810385	Registered	07/23/2019	041 - Providing information, news and commentary in the field of current events, human interest and political issues via the Internet
QUARTZ MEDIA, INC.	BEST COMPANIE S FOR REMOTE WORKERS	United States	97239113	N/A	Filed	01/26/2022	041 - Providing a website that features rankings of businesses in terms of experiences for remote workers and information about those businesses
QUARTZ MEDIA, INC.	MAKE BUSINESS BETTER	United States	90307830	6446814	Registered	10/08/2021	035 - Providing information and news in the field of business; providing information and news in the field of business, namely, information and

news on current events and on economic, legislative, and regulatory developments as it relates to and can impact businesses; providing information, news and commentary in the field of business

QUARTZ MEDIA, INC. **Quartz** Japan 201811476⁹ N/A Filed 12/09/2018 035, 041, 042, 045

QUARTZ MEDIA, INC. **Quartz** EM 010860691 010860691 Registered 04/05/2012 035, 036, 041

QUARTZ MEDIA, INC. **Quartz** GB UK00910860691 UK00910860691 Registered 04/05/2012 035, 036, 041

TRADEMARK

REEL: 007750 FRAME: 0025

RECORDED: 06/13/2022