

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pride Publishing Inc.	FORMERLY Here Publishing Inc.	06/09/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ExWorks Capital Fund I, L.P.		
Street Address:	220 Keith Lane		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4784659	THE ADVOCATE	
Registration Number:	1723673	THE ADVOCATE	
Registration Number:	2296012	ALYSON	
Registration Number:	4336339	ALYSONBOOKS	
Registration Number:	2301140	HIV PLUS	
Registration Number:	4723383	OUT	
Registration Number:	1751263	OUT	
Registration Number:	2052108	OUT.COM	
Registration Number:	2852035	OUT TRAVELER	
Registration Number:	4892303	PLUS	
Registration Number:	4897857	PRIDE	
Serial Number:	86885894	OUT	
Serial Number:	86885899	OUT CHANNEL	
CORRESPONDENCE DATA			
Fax Number:	9134510875		
<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:	9134515100		
Email:	amy.brozenic@lathropgpm.com, maggie.jiles@lathropgpm.com		

OP \$340.00 4784659

TRADEMARK

Correspondent Name: Amy Brozenic
Address Line 1: 10851 Mastin Boulevard
Address Line 2: Building 82, Suite 1000
Address Line 4: Overland Park, KANSAS 66210-1669

ATTORNEY DOCKET NUMBER: 725312

NAME OF SUBMITTER: Amy Brozenic

SIGNATURE: /Amy Brozenic/

DATE SIGNED: 06/17/2022

Total Attachments: 8

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NOTICE OF ACQUISITION OF INTELLECTUAL PROPERTY

THIS NOTICE OF ACQUISITION OF INTELLECTUAL PROPERTY (“Notice”) is made by and between Pride Publishing Inc. f/k/a Here Publishing Inc., a Delaware corporation (“Borrower”), and ExWorks Capital Fund I, L.P., a Delaware limited partnership (“Secured Party”).

WHEREAS, Borrower owes certain obligations (all obligations collectively, the “Obligations”) to Secured Party pursuant to, among other loan documents, (i) that certain Fourth Amended and Restated Promissory Term Note dated September 30, (ii) that certain Term Loan and Security Agreement dated August 17, 2021, (iii) that certain Intellectual Property Security Agreement dated August 17, 2017, and (iv) that certain Forbearance Agreement and Sixth Amendment to Term Loan and Security Agreement dated October 26, 2021, all by and between Borrower and Secured Party. The Obligations are secured by substantially all of the Borrower’s assets including without limitations certain intellectual property, including inventions, designs, patents, unregistered copyrights, trademarks, service marks, trade names, trade secrets, confidential or proprietary information, customer lists, know-how, software and databases, URLs, domain names, all embodiments or fixations thereof and all related documentation, applications, registrations and franchises, and all licenses or other rights to use any of the foregoing (collectively, the “IP Collateral”)¹ owned by Borrower;

WHEREAS, Borrower has defaulted on the Obligations, and as a result of such continuing events of defaults by Borrower in the repayment, observance and performance of the Obligations, the Secured Party has determined that the Secured Party is entitled to exercise all of its rights and remedies under the Loan and Security Agreement, the IP Security Agreement, the Loan Documents and applicable law, including but not limited to its rights under Section 9-610 et al. of the Uniform Commercial Code (as enacted under the laws of the State of Illinois, the “UCC”) to sell and transfer to any person or entity for value all of Borrower’s right, title and interest in and to substantially all of the assets of the Borrower subject to the Liens under the Loan and Security Agreement, the IP Security Agreement, and the Loan Documents (the Acquired Assets, as defined below), in one or more public or private sales pursuant to Article 9 of the UCC (the “UCC Sale”);

WHEREAS, this Notice is intended to memorialize the acquisition of the IP Collateral by Secured Party pursuant to Section 9-610 of the UCC and the UCC Sale; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Notice of Acquisition of IP Collateral. Through the exercise of its rights and remedies under the Loan and Security Agreement, the IP Security Agreement, the Loan Documents and applicable law, including but not limited to its rights under Section 9-610 et al. of the Uniform Commercial Code, the Secured Party will acquire from the Borrower, all of Borrower’s entire right, title and interest in and to the IP Collateral together with the

¹ The IP Collateral does not include any copyrights registered in the U.S. Copyright Office by Borrower.

goodwill associated therewith, whether or not registered, now existing and that which may exist in the future, including without limitation, the following rights:

- A. all of Borrower's rights in and to all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses, all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- B. all of Borrower's rights in and to all United States copyrights, copyright applications and copyright registrations, and all of Borrower's copyrights that are not registered in the United States Copyright Office, including, without limitation, derivative works (collectively, the "Copyrights"), any and all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to Borrower in connection with the Copyrights, together with all renewals and extensions of the Copyrights, all rights to sue for past, present or future infringement of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;
- C. all of Borrower's rights in and to state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent an assignment would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including without limitation, such trademarks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, renewals and thereof;
- D. all of Borrower's rights in and to the alphanumeric designation registered with or assigned by a domain name registrar, registry, or domain name registration authority as part of an electronic address, whether reflected on the internet or otherwise, including all URLs, domain names and social media accounts as described in Schedule B and all other all domain names, URLs, codes and the relevant registry registrations and all webpages, data, Internet traffic to domains, related social media accounts, software and associated goodwill;
- E. all confidential or proprietary information and trade secrets (including ideas, research and development, know-how, formulae, compositions, processes and

techniques, technical data, designs, drawings, specifications, pricing and cost information, business and marketing plans and proposals;

- F. the entire goodwill of or associated with the business now or hereafter conducted by Borrower connected with and symbolized by any of the IP Collateral listed in this subsection;
- G. the right to sue or otherwise recover for any and all past, present, and future damages, costs, and fees for any claims related to the IP Collateral, including damages, costs, and fees for infringement of the IP Collateral;
- H. all income, royalties, damages and other payments now and hereafter due and payable with respect to the IP Collateral; and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder;
- I. all other claims, demands and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, breach, or default; and
- J. all other rights, privileges, and protections of any kind whatsoever of Borrower accruing under any of the foregoing provided by statute, at law or in equity, including the right to register, prosecute, maintain and defend the IP Collateral before any public or private agency, office or registrar.

2. Power of Attorney - Consent of Appointment. Borrower authorizes Secured Party to make, constitute and appoint any officer or agent of Secured Party as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Secured Party deems in the best interest of Secured Party, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral as Secured Party may choose in its sole discretion, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral as Secured Party may choose in its sole discretion. Secured Party hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This appointment of Borrower as Secured Party's attorney-in-fact is irrevocable.

3. Registration. Borrower authorizes and requests the United States Registrar of Copyrights and the United States Commissioner of Trademarks to record Secured Party as the Secured Party and sole owner of any and all Copyrights and Trademarks, including without limitation those Trademark registrations identified in Schedule A. Secured Party may apply for registration of the Trademarks or Copyrights and shall be responsible for all costs incurred in connection with such application process.

IN WITNESS WHEREOF the parties have executed this assignment by their duly authorized officers as of the last date set forth below.

[SIGNATURE PAGE FOLLOWS]

CONSENT TO FORECLOSURE OF IP COLLATERAL
PRIDE PUBLISHING, INC. f/k/a HERE PUBLISHING INC.


By _____

Printed Name _____

Title _____

Date _____

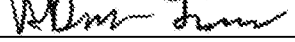
EXWORKS CAPITAL FUND I, L.P.

By:  _____

Stephen L. Kunkel, of VentureSpring, LLC,
not individually, but solely as court-appointed
receiver for ExWorks Capital Fund I, L.P.,
ExWorks Capital Fund I-Parallel Vehicle, L.P.,
ExWorks Capital Fund II-Parallel Vehicle, L.P.,
ExWorks Capital Fund QP I, L.P. and ExWorks
California LLC in Case No. 2021 CH 06191

Date 06/09/2022

CONSENT TO FORECLOSURE OF IP COLLATERAL
PRIDE PUBLISHING, INC. f/k/a HERE PUBLISHING INC.

By 

Printed Name Adam Levin

Title Chairman of the Board

Date June 9, 2022

EXWORKS CAPITAL FUND I, L.P.

By: _____

Stephen L. Kunkel, of VentureSpring, LLC,
not individually, but solely as court-appointed
receiver for ExWorks Capital Fund I, L.P.,
ExWorks Capital Fund I-Parallel Vehicle, L.P.,
ExWorks Capital Fund II-Parallel Vehicle, L.P.,
ExWorks Capital Fund QP I, L.P. and ExWorks
California LLC in Case No. 2021 CH 06191

Date _____

SCHEDULE A

List of Trade Names, Trademarks, Service Marks, Trademark and Service Mark Registrations, and Applications for Trademark and Service Mark Registrations

MARK	SERIAL OR REGISTRATION NO.	APPLICATION OR REGISTRATION DATE	CLASSES	OWNER
THE ADVOCATE	4784659	8/4/15	41	Pride Publishing Inc.
THE ADVOCATE (stylized)	1723673	10/13/92	16	Pride Publishing Inc.
ALYSON	2296012	11/30/99	16	Pride Publishing Inc.
ALYSON BOOKS (& design)	4336339	5/14/13	16	Pride Publishing Inc.
HIV PLUS	2301140	12/14/99	16	Pride Publishing Inc.
OUT	86885894	1/25/16	41	Pride Publishing Inc.
OUT CHANNEL	86885899	1/25/16	41	Pride Publishing Inc.
OUT	4723383	4/21/15	41	Pride Publishing Inc.
OUT	1751263	2/9/93	16	Pride Publishing Inc.
OUT.COM	2052108	4/15/97	42	Pride Publishing Inc.
OUT TRAVELER	2852035	6/8/04	16	Pride Publishing Inc.
PLUS	4892303	1/26/16	16,41	Pride Publishing Inc.
PRIDE	4897857	02/09/16	41	Pride Publishing Inc.

SCHEDULE B

List of Domain Names, URLs and Social Media Accounts