

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742176

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Confirmatory Trademark Assignment		
RESUBMIT DOCUMENT ID:	900700737		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOBA Media Properties, Inc. dba Eclipse Press		03/25/2022	Corporation: KENTUCKY
RECEIVING PARTY DATA			
Name:	The Rowman & Littlefield Publishing Group, Inc.		
Street Address:	4501 Forbes Blvd, Suite 200		
City:	Lanham		
State/Country:	MARYLAND		
Postal Code:	20706		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2548964	EP ECLIPSE PRESS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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NAME OF SUBMITTER:	Laura M. Franco		
SIGNATURE:	/Laura M. Franco by trademarkny/		
DATE SIGNED:	07/19/2022		
Total Attachments: 2			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT ("Assignment"), dated as of December 29, 2020 (the "Effective Date"), is made by TOBA Media Properties, Inc. dba Eclipse Press (the "Seller") a Kentucky corporation and The Rowman & Littlefield Publishing Group, Inc., (the "Buyer") a Delaware corporation.

WHEREAS, the Seller is the rightful owner of certain trademarks and/or service marks and the corresponding registrations and/or applications for registration of the following trademarks (the "Trademark");

ECLIPSE PRESS (U.S. Reg. No. 2548964)

WHEREAS, pursuant to the Asset Purchase Agreement ("Purchase Agreement"), dated December 29, 2020, Seller has sold and the Buyer has purchased all of the Seller's rights, title and interest in and to the Trademark;

WHEREAS, the Seller and the Buyer wish to confirm Seller's assignment and transfer to the Buyer of all rights, title and interest in and to the Trademark, under the terms and conditions, and for the consideration, set forth in the Purchase Agreement;

WHEREAS, the Seller and the Buyer are both duly authorized and capable of entering into this Assignment.

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, the parties hereto confirm and agree as follows:

1. ASSIGNMENT:

The Seller does hereby sell, assign, transfer and set over to Buyer all its right, title and interest in and to the Trademark in the United States and all jurisdiction outside of the United States including, without limitation, the ongoing and existing portion of the Seller's business associated with the Trademark, together with the goodwill of the business connected with and symbolized by the Trademark (including, without limitation, the right to sue and recover for any past or continuing infringements or contact breaches related to the Trademark, the right to renew any registration included in the Trademark, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademarks, the same to be held and enjoy by Buyer as fully and entirely as said interest could have been held and enjoyed by Seller had this sale, assignment, transfer and conveyance not been made.

The Seller authorizes the United States Patent and Trademark Office and any other applicable jurisdictions outside the United States to record the transfer of the registration and/or registration applications set forth in the Assignment to Buyer as recipient of Seller's entire right, title and interest therein.

Seller further agrees to upon the request and at the expense of Buyer (a) cooperate with Buyer in the protection of the Trademark and prosecution and protection of foreign counterparts (b) execute, verify, acknowledge and deliver all such further papers, including registration applications instruments of transfer, and (c) perform such other acts as Buyer lawfully may request to obtain or maintain the Trademark and any all applications and registrations for the Trademark.

2. WARRANTY

Seller warrants that Buyer is the legal owner of all right, title and interest to the Trademark, and the Trademark has not been previously pledged, assigned or encumbered and that this Assignment does not infringe on the rights of any person.

3. GOVERNING LAW

This Assignment is governed by, and is to be construed in accordance with, the laws of the State of Maryland.

4. ENTIRE AGREEMENT

This Assignment constitutes the sole agreement of the parties and supersedes all oral negotiations and prior writings with respect to the subject matter hereof


5. SEVERABILITY

If one or more provisions of this Assignment are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. If the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Assignment, (ii) the balance of the Assignment will be interpreted as if such provision were so excluded and (iii) the balance of the Assignment will be enforceable in accordance with its terms.

Signed by the Seller and the Buyer on the date(s) set forth below.

SELLER: TOBA MEDIA PROPERTIES,
INC. DBA ECLIPSE PRESS

BUYER: THE ROWMAN & LITTLEFIELD
PUBLISHING GROUP, INC.

By: 

By: 

Title: President

Title: President and CEO

Date: March 25, 2022

Date: 3/28/2022