

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM742470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ExWorks Capital Fund I, L.P.		06/09/2022	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Equal Entertainment LLC		
Street Address:	8200 Wilshire Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90211		
Entity Type:	Limited Liability Company: 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	
Serial Number:	86885894	OUT	
Serial Number:	86885899	OUT CHANNEL	
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	
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, cynthia.maust@lathropgpm.com		

OP \$340.00 4784659

TRADEMARK

Correspondent Name: LATHROP GPM LLP, Amy Brozenic
Address Line 1: 10851 MASTIN BLVD.
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: 07/20/2022

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (“Assignment”) is made by and between ExWorks Capital Fund I, L.P., a Delaware limited partnership (“Assignor”), and Equal Entertainment LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Foreclosure Sale Agreement entered into as of June 8, 2022 (the “Agreement”), with respect to the property of Pride Publishing Inc., f/k/a Here Publishing Inc. (“Debtor”).

WHEREAS, pursuant to the Agreement, Assignor as the Secured Party Seller¹ agrees to sell, transfer and deliver to Assignee, and Assignee desires to acquire from Assignor, all of the assets related to the Transaction described in that Agreement, including without limitations the IP Collateral;

WHEREAS, this Assignment is intended to assign the IP Collateral to Assignee according to the parties’ prior understanding and agreement; and

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

1. Assignment of IP Collateral. Assignor does hereby irrevocably sell, assign, transfer and set over to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor’s and Debtor’s entire right, title and interest of every kind and nature, worldwide, that may be obtained under the laws now or hereafter in effect in the United States or any other country, in and to the IP Collateral, together with the goodwill associated therewith, whether or not registered, now existing and that which may exist in the future, including without limitation, the following, related to the IP Collateral:

- A. all of Assignor’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 Assignor’s rights in and to all United States registered copyrights, copyright applications and copyright registrations, including Assignor’s United States registered copyrights and copyright registrations and United States applications for copyright registrations and all of Assignor’s copyrights that are not registered in the United States Copyright Office, including, without limitation, derivative works, any and all license agreements with respect to the Copyrights and any and all royalties, payments and other amounts payable to Assignor 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

¹ Capitalized terms not otherwise defined are defined in the Foreclosure Sale Agreement.

- 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 Assignor'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 Assignor'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 Assignor 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; and
 - 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, or in equity, 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 Assignor 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.

The parties acknowledge and agree that Assignor is selling, assigning, transferring, and conveying to Assignee herein whatever interest Assignor and Debtor (whether individually or collectively, as owner or secured party) have or may have in the Acquired Rights. No rights are reserved by the Assignor.

2. Registration. Assignor authorizes and requests the United States Registrar of Copyrights and the United States Commissioner of Trademarks to record Assignee as the assignee and sole owner of any and all Copyrights and Trademarks, including without limitation those registrations identified in Schedule A. Assignee may apply for registration of the Trademarks or Copyrights and shall be responsible for all costs incurred in connection with such application process. Assignor further authorizes and requests any registrar of any of the Domain Names listed on Schedule B or other Domain Names assigned herein to recognize and accept Assignee's transfer request with respect thereto.

3. Foreclosure Sale Agreement Controls. This Assignment has been entered into subject to the terms of the Agreement. In the event of any express conflict between the terms and provisions of this Assignment and those contained in the Agreement, the terms of the Agreement will govern and control. For the avoidance of doubt, nothing in this Assignment shall be deemed to amend or supersede in any way the terms of the Agreement.

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]

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

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 _____

~~EQUAL ENTERTAINMENT LLC~~

By: _____
Printed Name Joseph Lovejoy
Title Manager
Date 6/6/2022

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

EXWORKS CAPITAL FUND I, L.P.

By: 
Stephen E. 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 June 9, 2022

EQUAL ENTERTAINMENT LLC

By _____
Printed Name _____
Title _____
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
THE ADVOCATE	4784659	8/4/15	41
THE ADVOCATE (stylized)	1723673	10/13/92	16
ALYSON	2296012	11/30/99	16
ALYSON BOOKS (& design)	4336339	5/14/13	16
HIV PLUS	2301140	12/14/99	16
OUT	86885894	1/25/16	41
OUT CHANNEL	86885899	1/25/16	41
OUT	4723383	4/21/15	41
OUT	1751263	2/9/93	16
OUT.COM	2052108	4/15/97	42
OUT TRAVELER	2852035	6/8/04	16
PLUS	4892303	1/26/16	16,41
PRIDE	4897857	02/09/16	41

SCHEDULE B

List of Domain Names, URLs and Social Media Accounts