

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Group Nine Media, LLC		03/01/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Vox Media, LLC		
Street Address:	1201 Connecticut Ave., NW		
Internal Address:	12th Floor		
City:	Washington		
State/Country:	UNITED STATES		
Postal Code:	20036		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Serial Number:	88160198	BEST DOG DAY EVER	
Serial Number:	88160585	BEST DOG DAY EVER	
Serial Number:	88160602	BEST DOG DAY EVER	
Serial Number:	97070309	BOX'D	
Serial Number:	88248652	THE DODO	
Serial Number:	88199014	EL DODO	
Serial Number:	88199037	EL DODO	
Serial Number:	97132328	G9 DIRECT	
Serial Number:	97070304	GROUP NINE	
Serial Number:	87213137	GROUP NINE	
Serial Number:	97132321	9 GROUP NINE	
Serial Number:	97070311	SWIPE.SHOP	
Serial Number:	88668334	THE DODO	
CORRESPONDENCE DATA			
Fax Number:	2028576395		
<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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Phone: 2028576000
Email: tmdocket@afslaw.com
Correspondent Name: ARENTFOX SCHIFF LLP
Address Line 1: 1717 K Street NW
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 031257.00775

NAME OF SUBMITTER: Jason J. Mazur

SIGNATURE: /Jason J. Mazur/

DATE SIGNED: 09/26/2022

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Agreement**”) is entered into as of the date of its full execution, with effect as of March 1, 2022 (the “**Effective Date**”), by and between **Group Nine Media, LLC**, a Delaware limited liability company, having an address of 568 Broadway, Floor 10, New York, NY 10012, United States (“**ASSIGNOR**”) and **Vox Media, LLC**, a Delaware limited liability company, having an address of 1201 Connecticut Ave., NW, 12th Floor, Washington, DC 20036, United States (“**ASSIGNEE**”) (each of Assignor and Assignee, a “**Party**” and, collectively, the “**Parties**”).

WHEREAS, ASSIGNOR wishes to assign, transfer, convey, and deliver to ASSIGNEE all of ASSIGNOR’s right, title, and interest in and to the trademarks, service marks, trade dresses, trade names, and other indicators of source (including registrations and applications for, and common law rights in, the foregoing) owned by ASSIGNOR anywhere in the world (all of the foregoing collectively referred to as the “**Assigned Trademarks**”), including without limitation the trademarks, trademark registrations, and trademark applications listed in Attachment A hereto, together with the goodwill of the business related thereto; and

WHEREAS, ASSIGNEE seeks to acquire all right, title, and interest in and to the Assigned Trademarks, together with the goodwill of the business related thereto.

NOW THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. ASSIGNOR hereby assigns, transfers, conveys, and delivers to ASSIGNEE, and ASSIGNEE hereby accepts from ASSIGNOR, all right, title, and interest of ASSIGNOR in and to the Assigned Trademarks, together with the goodwill of the business related thereto, all pending applications and registrations therefor, the common law rights associated therewith, and all rights, claims, and causes of action, if any, for the benefit of ASSIGNOR relating to the Assigned Trademarks, including the right to bring suit and recover damages for past infringement.

2. In the event that this Agreement is insufficient to vest legal and record title in any of the Assigned Trademarks in ASSIGNEE, then ASSIGNOR will use reasonable best efforts to take, or cause to be taken, all reasonable actions to execute, notarize, authenticate, legalize, or consularize all documents, in each case necessary to vest legal and record title in such Assigned Trademarks in ASSIGNEE.

3. This Agreement may be executed in any number of counterparts, and in separate counterparts, and may be delivered by facsimile, .pdf, or other similar electronic transmission. Each counterpart when so executed and delivered shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.

4. This Agreement is not intended to, and does not, confer any legal or equitable rights or remedies hereunder upon any person other than the Parties and their respective successors and permitted assigns.

5. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the Parties and their respective successors and permitted assigns.

6. If any provision of this Agreement is fully or in part invalid, illegal, or incapable of being enforced by any rule, law, or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any Party. Upon such determination that any provision is invalid, illegal, or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to conflicts of law principles.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date.

GROUP NINE MEDIA, LLC

By: Lauren S. Fisher

Name: Lauren S. Fisher

Title: Chief Legal Officer

Date: 7/19/2022

VOX MEDIA, LLC

By: Brian J. Leung

Name: Brian J. Leung

Title: Senior VP, Deputy General Counsel

Date: 7.19.22

**ATTACHMENT A
ASSIGNED TRADEMARKS**

Country	Mark	Status	App. Number	Reg. Number	Class(es)
Canada	GROUP NINE MEDIA	Registered	1834170	TMA1051536	35, 38, 41
Canada	THE DODO	Pending	1992500	--	35, 36, 41, 44
European Union	GROUP NINE MEDIA	Registered	1354398	1354398	35, 38, 41
European Union	THE DODO	Registered	1543478	1543478	35, 36, 41, 44
Int. Agreement & Protocol	GROUP NINE MEDIA	Registered	1354398	1354398	35, 38, 41
Int. Agreement & Protocol	THE DODO	Registered	1543478	1543478	35, 36, 41, 44
United Kingdom	GROUP NINE MEDIA	Registered	UK00801354398	UK00801354398	35, 38, 41
United Kingdom	THE DODO	Registered	1543478	1543478	35, 36, 41, 44
United States	BEST DOG DAY EVER	Registered	88/160198	5906677	36
United States	BEST DOG DAY EVER	Registered	88/160585	5906679	41
United States	BEST DOG DAY EVER	Registered	88/160602	5906680	45
United States	BOX'D	Pending	97/070309	--	35, 41
United States	Dodo Bird & THE DODO (Words Stacked) (Color)	Allowed	88/248652	--	35, 41
United States	EL DODO	Allowed	88/199014	--	38
United States	EL DODO	Allowed	88/199037	--	41
United States	G9 DIRECT	Pending	97/132328	--	35, 41
United States	GROUP NINE	Pending	97/070304	--	35, 38, 41
United States	GROUP NINE	Registered	87/213137	6239908	35, 38, 41
United States	GROUP NINE & Logo	Pending	97/132321	--	35, 38, 41
United States	SWIPE.SHOP	Pending	97/070311	--	35, 42
United States	THE DODO	Allowed	88/668334	--	35, 36, 41, 44