# CH \$165.00 52034

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ersion v1.1 ETAS ID: TM758070 /ersion v1.2

| SUBMISSION TYPE:      | NEW ASSIGNMENT                                     |  |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |  |

### **CONVEYING PARTY DATA**

| Name           | Formerly | Execution Date | Entity Type                            |
|----------------|----------|----------------|--|
| mMetro.com LLC |          | 03/01/2022     | Limited Liability Company:<br>NEW YORK |

## **RECEIVING PARTY DATA**

| Name:             | Vox Media, LLC                      |  |  |
|-------------------|-------------------------------------|--|--|
| Street Address:   | 1201 Connecticut Ave., NW           |  |  |
| Internal Address: | 12th Floor                          |  |  |
| City:             | Washington                          |  |  |
| State/Country:    | D.C.                                |  |  |
| Postal Code:      | 20036                               |  |  |
| Entity Type:      | Limited Liability Company: DELAWARE |  |  |

### **PROPERTY NUMBERS Total: 6**

| Property Type        | Number  | Word Mark       |  |
|----------------------|---------|-----------------|--|
| Registration Number: | 5203447 | EAT SEEKER      |  |
| Registration Number: | 5430899 | GRILLIST        |  |
| Registration Number: | 5235361 | HOTEL THRILLIST |  |
| Registration Number: | 5421310 | S               |  |
| Registration Number: | 5572885 | SUPERCALL       |  |
| Registration Number: | 3365242 | THRILLIST       |  |

# CORRESPONDENCE DATA

**Fax Number:** 2028576395

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.

**Phone:** 2028576000

Email: tmdocket@afslaw.com

Correspondent Name: ARENTFOX SCHIFF LLC

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/ |  |

TRADEMARK REEL: 007863 FRAME: 0408

900722727

| DATE SIGNED:                           | 09/28/2022 |  |
|--|------------|--|
| Total Attachments: 3                   |            |  |
| source=Vox Media from mMetro#page1.tif |            |  |
| source=Vox Media from mMetro#page2.tif |            |  |
| source=Vox Media from mMetro#page3.    | tif        |  |

TRADEMARK REEL: 007863 FRAME: 0409

### 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 mMetro.com LLC, a New York limited liability company, having an address of 568 Broadway, Suite 506, New York, NY 10012, United States ("ASSIGNOR") and Vox Media, LLC, a Delaware limited liability company, having an address of 1201 Connecticut Ave., NW, 12<sup>th</sup> 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.

1

TRADEMARK ASSIGNMENT

- 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.

| MMETRO.COM LLO |     |
|----------------|-----|
| // A           | \$. |
| B. Varnen St.  | f   |
| BUNGANALA AS   | ane |

Name: Lauren S. Fisher

Title: Chief Legal Officer

Date: 7/19/2022

VOX MEDIA, LLC

Name: Brian J. Leung

Title: Senior VP, Deputy General Counsel

Date: 7. M. 22

# ATTACHMENT A ASSIGNED TRADEMARKS

| Country           | Mark  | Status     | App. Number   | Reg. Number   | Class(es)  |
|-------------------|---|------------|---------------|---------------|------------|
| Australia         | THRILLIST   | Registered | 1533608       | 1533608       | 35, 41     |
| Canada            | T Logo<br>THRILLIST<br>MEDIA GROUP<br>(Stacked) (Color) | Registered | 1580429       | TMA904748     | 35, 41     |
| Canada            | THRILLIST   | Registered | 1446587       | TMA817247     | 41         |
| European<br>Union | EAT SEEKER  | Registered | 015718836     | 015718836     | 35         |
| European<br>Union | S in Circle Design (Color)                              | Registered | 016283665     | 016283665     | 41, 43     |
| European<br>Union | SUPERCALL   | Registered | 015817703     | 015817703     | 41, 43     |
| European<br>Union | T Logo<br>THRILLIST<br>MEDIA GROUP<br>(Stacked) (Color) | Registered | 010933794     | 010933794     | 09, 35, 41 |
| European<br>Union | THRILLIST   | Registered | 006493118     | 006493118     | 35, 38, 41 |
| United<br>Kingdom | EAT SEEKER  | Registered | UK00915718836 | UK00915718836 | 35, 41, 43 |
| United<br>Kingdom | S in Circle Design (Color)                              | Registered | UK00916283665 | UK00916283665 | 41, 43     |
| United<br>Kingdom | SUPERCALL   | Registered | UK00915817703 | UK00915817703 | 41, 43     |
| United<br>Kingdom | T Logo<br>THRILLIST<br>MEDIA GROUP<br>(Stacked) (Color) | Registered | UK00910933794 | UK00910933794 | 09, 35, 41 |
| United<br>Kingdom | THRILLIST   | Registered | UK00906493118 | UK00906493118 | 35, 38, 41 |
| United States     | EAT SEEKER  | Registered | 87/123846     | 5203447       | 35, 41, 43 |
| United States     | GRILLIST  | Registered | 87/138177     | 5430899       | 35, 41, 43 |
| United States     | HOTEL<br>THRILLIST                                      | Registered | 87/124454     | 5235361       | 35, 41     |
| United States     | S in Circle Design<br>(Color)                           | Registered | 87/312088     | 5421310       | 41, 43     |
| United States     | SUPERCALL   | Registered | 87/165768     | 5572885       | 41, 43     |
| United States     | THRILLIST   | Registered | 77/168055     | 3365242       | 41         |

3

TRADEMARK ASSIGNMENT

TRADEMARK REEL: 007863 FRAME: 0412