

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM772175

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Asset Purchase Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Chicago Reader L3C		05/16/2022	Low-Profit Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Reader Institute for Community Journalism, Inc.		
<b>Street Address:</b>	2930 S. Michigan Avenue		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60616		
<b>Entity Type:</b>	Non-Profit Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5094333	R	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125693000		
<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>			
<b>Phone:</b>	3125691459		
<b>Email:</b>	ipdocketchicago@faegredrinker.com		
<b>Correspondent Name:</b>	Faegre Drinker Biddle & Reath LLP		
<b>Address Line 1:</b>	320 South Canal Street, Suite 3300		
<b>Address Line 2:</b>	c/o Linda Prainito/Melissa Dillenbeck		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	204934.447199		
<b>NAME OF SUBMITTER:</b>	Linda Prainito		
<b>SIGNATURE:</b>	/Linda Prainito/		
<b>DATE SIGNED:</b>	12/06/2022		
<b>Total Attachments: 20</b>			
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## Asset Purchase Agreement

THIS ASSET PURCHASE AGREEMENT ("Agreement") is entered into as of the 16th day of May 2022 ("Closing Date"), by and among Chicago Reader L3C, an Illinois low-profit limited liability company ("Seller") and Reader Institute for Community Journalism, Inc., an Illinois not for profit corporation ("Buyer").

WHEREAS, Seller is engaged in the business of the publication of the alternative newspaper known as the *Chicago Reader* and related publications, podcasts, content, events and other related activities (the "Business"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the assets of the Business on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

**1. Purchase and Sale.** As of the Closing Date, Seller hereby sells, delivers, transfers, assigns and conveys to Buyer, and Buyer purchases and assumes from Seller, all of Seller's right, title and interest in and to all of the assets of Seller, of every kind, nature and description and wherever situated, tangible and intangible, which are owned by Seller and used in the Business on the Closing Date and all goodwill associated therewith, including, without limitation, those listed on Schedule 1 attached hereto (which assets, collectively, are hereinafter referred to as the "Assets"). Said Assets purchased and sold hereunder include, but are not limited to: all accounts receivable; inventories; machinery and equipment; tradenames and trademarks; logos; Intellectual Property (as defined below); general intangibles; digital and print archives; furniture; office supplies and equipment; prepaid expenses; contract and lease rights; open purchase orders from customers; deposits; know-how; operating data and records (including reader, advertiser and supplier lists, credit information, and correspondence); accounting records and reports; all rights to causes of action, lawsuits, judgments, claims and demands of any nature in favor of Seller to the extent arising from or relating to the Business, the Assets or the Assumed Liabilities, including all rights under all guarantees, warranties, indemnities and similar rights in favor of Seller, and expressly including any monetary or nonmonetary relief awarded in connection with the Google Claims (as defined in Section 7(E) herein); and all of Seller's rights to the name "Reader" and all derivations thereof. All Assets are being sold to Buyer in "as-is, where is" condition.

**2. Assumption of Liabilities.**

A. As of the Closing Date, Buyer hereby does hereby assume all of the liabilities and obligations of Seller incurred prior to the Closing Date in connection with the Business other than the Excluded Liabilities (as defined below) (hereinafter collectively referred to as the "Assumed Liabilities"). Upon closing, the underwriter for the Buyer's Multimedia Professional Liability and D&O insurance policies shall cause Seller to be added to such policies with "full prior acts" coverage.

B. Without limiting the generality of the foregoing, the Assumed Liabilities of Seller include any and all of the following: (i) all liabilities to customers, readers or other third parties with respect to activities, services, content or products of Seller prior to the Closing Date, including but not limited to claims of libel, slander, defamation, indecency, and all claims (including bodily harm and property damage) arising from errors and omissions; (ii) all liabilities arising out of or attributable to Seller's or its predecessors release, generation, treatment, transport, handling, recycling or storage of any hazardous substance; (iii) all liabilities of Seller with respect to any pending, threatened or unasserted litigation, claims, demands, investigations or proceedings, including the Marsalis Claims (as defined in Section 7(E) herein); (iv) any liability for any present or former employees, agents or independent contractors of Seller, including, without limitation, any liabilities associated with any claims for wages or other benefits, severance, termination or other payments; and (v) any Taxes other than Taxes on the income of Seller related to periods prior to the Closing Date. For purposes of clarity, the parties agree that Buyer shall assume responsibility for any liability for payroll taxes from all previous periods.

**C. Buyer shall not assume the following liabilities of Seller (collectively, the "Excluded Liabilities");** (i) any income Tax of any kind or nature which Seller incurs or is otherwise responsible for related to periods prior to the Closing Date; (ii) any claims arising from the willful or wanton acts of any Seller Member against a third party; (iii) any and all liabilities that a Seller Member incurred on behalf of the Seller not related to the Business or not disclosed in writing to Buyer; (iv) all liabilities and obligations to any member of the Seller for profits or distributions, and for debts payable to such members, however arising, including all such liabilities and obligations arising under that certain Profits Interest Agreement dated August 20, 2019, by and between the Seller and Dorothy R. Leavell ("Leavell Agreement"); and (v) any liability the existence of which is a breach of any representation, warranty or covenant of Seller or Member(s) under this Agreement.

As used herein "Taxes" means any liability for disputed or undisputed U.S. and non U.S., federal, state, local, and municipal taxes, fees, charges, levies and other assessments of any kind, including all income, gross receipts, capital, sales, use, ad valorem, value added, transfer, franchise, profits, inventory, payroll, employment, withholding, social security, unemployment, capital gains, excise, severance, and other governmental charges of any kind and any liability in respect of any of the foregoing items.

**D. To preserve for Buyer the opportunity to maintain good relations with Seller's creditors and preclude the assertion of claims for nonpayment against Buyer, Seller agrees to pay or to otherwise satisfy and discharge promptly before or simultaneously upon the Closing Date or otherwise in accordance with their terms, all liabilities, owed to Seller's creditors. Promptly after the Closing Date, the Buyer will use any cash transferred as part of the Assets (the "Closing Cash") to pay Assumed Liabilities that are due for payment on or prior to the Closing Date. To the extent that any of the Closing Cash remains after payment of Assumed Liabilities that are due and payable as of the Closing Date, then the parties hereby agree that such remainder shall be deemed a charitable contribution to Buyer. Within thirty (30) days following the Closing Date, Buyer shall provide to Seller a reconciliation evidencing the amount of Closing Cash and the amount of Assumed Liabilities due and payable as of the Closing Date. Seller shall have the right to inspect and examine any books and records in the possession of Buyer to confirm such reconciliation. In the event of any discrepancy in the reconciliation, the parties shall work to resolve the same and any unresolved dispute shall be submitted to an outside accounting firm mutually selected by Buyer and Seller and the decision of such firm shall be final and binding and the costs and expenses of such firm shall be borne equally by Buyer and Seller.**

**E. Consents and Authorizations.** To the extent that the assignment of any contract, lease, license, permit, approval, qualification or the like to be assigned to Buyer pursuant to this Agreement shall require the consent of any other party, this Agreement shall not constitute a contract to assign the same, if an attempted assignment would constitute a breach thereof. Seller shall be responsible, and Buyer shall cooperate where appropriate and/or necessary, to obtain any and all consents necessary to such assignments. If any such consent is not obtained, Seller shall cooperate with Buyer in any reasonable arrangement requested by Buyer that is designed to provide Buyer with the benefit of any such contract, lease, license, permit, approval, qualification or the like, including enforcement of any and all rights of Seller against the other party thereto arising out of the breach or cancellation thereof by such other party.

### **3. Purchase Price.**

**A.** The purchase price ("Purchase Price") for the Assets shall be \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_ USD) which shall be paid to Seller on the Closing Date in cash or immediately available funds. The parties agree and acknowledge that, in addition to the Purchase Price, the Seller shall receive from the Buyer on or before January 31, 2023 additional consideration in the form of (i) certain Wind Down Services as identified in Schedule 4 and, (ii) if applicable, charitable donation receipt(s) in recognition of any Donation Element (as defined in Section 3(B)), all of which constitute additional good and valuable consideration for the Assets.

**B.** Promptly after the later to occur of the dissolution of Seller or the completion of the Wind Down Services, or earlier, Buyer, in cooperation with the accounting firm of Achille Benko & Duvall or such other accounting firm agreed upon by the Buyer and Seller, shall make available to Seller and Members its reasonable calculation of the (i) net book value of the Assets, less Ordinary Debt, as of the Closing Date ("Closing Value"), and (ii) the total cost incurred by Buyer in performance of the Wind Down Services ("Wind Down Service Costs"). The Closing Value less the Wind Down Service Costs shall be deemed the "Net Asset Value." To

the extent that the Net Asset Value is greater than the Purchase Price, the difference shall be deemed a charitable contribution by Seller to Buyer (the "Donation Element"). Buyer shall issue to Seller donation receipt(s) for any Donation Element, in a form suitable for claiming a tax deduction based on such Donation Element. Seller shall have the right to inspect and examine any books and records in the possession of Buyer to confirm such Donation Element. In the event of any dispute with respect to the amount of the Donation Element, the parties shall work to resolve the same and any unresolved dispute shall be submitted to an outside accounting firm mutually selected by Buyer and Seller and the decision of such firm shall be final and binding and the costs and expenses of such firm shall be borne equally by Buyer and Seller. The parties agree to cooperate in filing any amendment which may be required to their respective Asset Acquisition Statements, as later contemplated pursuant to Schedule 14 hereof, to reflect the final Donation Element.

**4. Closing.** The closing (the "Closing") of the transaction contemplated by this Agreement shall take place upon the Closing Date at 11:59 pm central standard time, in Chicago, Illinois.

**5. Collection of Receivables.** Buyer will use reasonable efforts to attempt to collect all accounts purchased hereunder in accordance with Seller's historical, customary efforts to collect accounts; however, in no event will the parties be required to institute legal proceedings to collect such accounts. Seller shall have no right to collect such accounts, or record any loss related thereto after the Closing Date. Upon the Closing Date, all such accounts of the Business, including payments and losses thereunder whenever arising, belong to Buyer. In the event that, after the Closing, Seller receives payment on any accounts receivable which constitutes part of the Assets, Seller will immediately transfer such funds to Buyer. Buyer may facilitate such transfers as part of the Wind Down Services. No person has any liens on the accounts, or any part thereof, and no agreement for deduction or discount has been made with respect to any such account.

**6. Deliveries at Closing.**

**A. Deliveries by Seller and/or Members.** At or prior to the Closing, in addition to this Agreement, Seller and/or Members, as the case may be, shall deliver the following to Buyer:

- (i) a Bill of Sale ("Bill of Sale"), in a form satisfactory to Buyer and Seller, duly executed by Seller, transferring title to the Assets from Seller to Buyer;
- (ii) an Assumption ("Assumption") in a form satisfactory to Buyer and Seller, duly executed by Buyer, assuming the Assumed Liabilities<sup>1</sup>;
- (iii) an Assignment & Assumption of Lease Agreement ("A&A Agreement"), in a form satisfactory to Buyer and Seller, duly executed by Seller, transferring Seller's rights under the Office Lease dated November 1, 2018 by and between STM Reader, LLC (predecessor to Seller) and East Lake Management Group, Inc., as amended by that Amendment to Lease dated September 23, 2021, for the premises located at 2930 South Michigan Ave., Suite 102, Chicago, IL 60616, including written acceptance thereof by East Lake Management Group, Inc.;
- (iv) copies of resolutions adopted by Seller's class A members approving Seller's execution of this Agreement and completion of the transaction contemplated herein; and
- (v) all other documents as may be reasonably required from Seller parties for the consummation of the transaction contemplated hereunder.

**B. Deliveries by Buyer.** At or prior to the Closing, dated as of the Closing Date, Buyer shall deliver the following to Seller:

- (i) any cash payment required for the payment of the Purchase Price under Section 3;
- (ii) the Bill of Sale, duly executed by Buyer;
- (iii) the A&A Agreement, duly executed by Buyer;

<sup>1</sup> NTD: Having a separate assumption allows presentation to third parties in a simpler form of evidence of the assumption without having to disclose the entire agreement -- same as a bill of sale.

(iv) copies of resolutions adopted by Buyer's Board of Directors approving Buyer's execution of this Agreement and completion of the transaction contemplated herein; and (v) all other documents as may be reasonably required from Buyer parties for the consummation of the transaction contemplated hereunder.

**C. Closing Documents.** As used herein, "Closing Documents" means this Agreement and, with respect to Seller and Members, the documents referenced in Section 6(A), and with respect to Buyer, the documents referenced in Section 6(B).

**7. Representations and Warranties of Seller and Members.** To the best of Seller's actual knowledge (such actual knowledge being limited to the actual knowledge without any duty to investigate of Elzie L. Higginbottom and Leonard C. Goodman), Seller represents and warrants to Buyer that the following representations and warranties are true and correct on the date of their signature to this Agreement and will be true and correct as of the Closing Date:

**A. Corporate Organization.** Seller is a low-profit limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois, and has the corporate power and authority to carry on the Business as now conducted and is duly qualified to conduct business and is in good standing in each jurisdiction in which such qualification is necessary under the applicable laws of such jurisdiction.

**B. Corporate Authority.** Seller has all necessary organizational power and authority to execute and deliver this Agreement and to consummate the transaction contemplated hereunder. The Members are the sole Class A members of the Seller, have had a reasonable opportunity to review and approve the terms of this Agreement, and no approval of other members is required to consummate the transaction contemplated herein. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated hereunder do not and will not violate the terms or conditions of Seller's Articles of Organization or Operating Agreement, as amended, any judicial or administrative order or process, any law applicable to the Seller or by which any property or asset of the Seller is bound or affected, or any agreement or instrument to which Seller or any of its members is a party or by which it is bound. This Agreement and the consummation of the transactions contemplated herein have been duly and effectively authorized by all necessary organizational actions, including approval by the members of Seller. This Agreement, upon execution by Seller, is a valid and binding obligation of Seller, enforceable in accordance with its terms.

**C. Title to Assets; Completeness of Transfer.** Seller has good, marketable and valid title to the Assets, free and clear of any mortgage, security interest, lease, pledge, hypothecation, lien or other encumbrance; (ii) The Assets constitute all the material properties of any nature with which Seller has conducted the Business during the twelve (12) month period prior to the Closing Date, subject to sale of inventory and additions and deletions of other assets in the ordinary course of business.

**D. Contracts.** Buyer is purchasing hereunder all contracts, licenses, agreements and rights thereunder as may be reasonably required for the operation of the Business (the "Assumed Contracts"), including but not limited to those contracts identified on Schedule 8(D). The parties expressly agree and acknowledge, without limitation, that the Leavell Agreement is not an Assumed Contract. The Assumed Contracts are legally valid and binding and in full force and effect, and neither Seller nor any other party thereto is in material default thereof. None of the rights of Seller under the Assumed Contracts will be impaired in any material respect by the consummation of the transaction contemplated hereunder, and all of the rights of Seller thereunder will be enforceable by Buyer after Closing without the consent or agreement of any other party.

**E. Compliance with Laws; Litigation.** Seller's operation of the Business has been in conformity with all applicable federal, state and local laws, ordinances and regulations, and Seller has received no notice of alleged noncompliance. Except for the claims made by Earnest Marsalis, Jr., including those claims described in the lawsuit captioned *Earnest Marsalis, Jr. v. The Chicago Reader Newspaper, The Chicago SunTimes Newspaper*, case no. 18 CV 1555, dismissed in 2019 from the United States District Court for the Northern District of Georgia (collectively, the "Marsalis Claims") there is no litigation pending or, to the best of Seller's or Members' knowledge, threatened (whether or not covered by insurance), nor any order, injunction, or decree outstanding nor to the best of Seller's or Members' knowledge, any proceeding, or governmental investigation existing or pending, against Seller, the Assets or the Business, nor to the best of Seller's knowledge, is there any basis for any such litigation. Seller has disclosed to Buyer the existence of Seller's

claims as a class representative plaintiff in class action litigation against Alphabet Inc., Google LLC, and YouTube, LLC for anticompetitive conduct, and the possibility of cross-claims and counterclaims related thereto (the "Google Claims"), none of which shall be deemed a breach of this Section 7(E).

**F. Licenses and Rights.** Seller possesses all franchises, licenses, easements, permits and other authorizations (collectively, "Authorizations") from governmental or regulatory authorities and from all other persons or entities that are necessary to permit it to engage in its business as presently conducted in and at all locations and places where it is presently operating, and Seller has not received any notice that any governmental or regulatory authority is considering or intends to cancel, terminate, modify or not renew such Authorizations.

**G. Taxes; Contributions.** All Tax returns required to be filed by Seller have been filed on a timely basis, all of which returns are correct and complete and all Taxes due and payable on or before the date hereof by Seller have been paid. There are no claims pending against Seller for past-due Taxes, and there are no threatened claims against Seller for past-due Taxes (including, but not limited to, any claims based upon any theory of transferee liability), and there are not now any matters under discussion with federal, state, local or foreign authorities relating to any additional Taxes or assessments against Seller. All Taxes and other assessments and levies which Seller is or has been required by law to withhold or to collect have been duly withheld and collected, and have been timely paid over to the proper governmental authorities or are properly held by Seller for such payment. All contributions and payments for workers' compensation, unemployment compensation, and the like which Seller has been required by law to make or pay have been duly made or paid.

**H. Intellectual Property.** The term "Intellectual Property" includes all patents and patent applications, trade names, trademarks, copyrights and trade secrets and any registrations (issued or pending) for any of the foregoing. Schedule B(H) contains a complete and accurate list of all of the Intellectual Property owned by Seller, together with all licenses, franchises, licensing agreements (whether as licensor or licensee) and other agreements with respect to such Intellectual Property. None of the past or present employees, officers, managers, or members of Seller has any rights in any Intellectual Property that is currently used by Seller or the Business or may be applicable to the operation of the Business after Closing, except with respect to Excepted Freelancer Works. As used herein, "Excepted Freelancer Works" mean copyrighted works created and licensed to Seller under a fully executed independent contractor agreement between Seller and an individual who has acted as freelance contributor for Seller's Chicago Reader publications outside the scope of their employment with Seller. Excepted Freelancer Works must have been created pursuant to an independent contractor agreement executed in the ordinary course of the Business prior to the date hereof. Seller has not granted any outstanding license or other rights to Intellectual Property owned by or licensed to it, and is not liable, and has not made any contract or arrangement whereby it may become liable, to any person for any royalty or other compensation for the use of any Intellectual Property. The Business does not infringe any Intellectual Property rights of others. Seller has the unrestricted right to use all of the names, slogans, trade names and trademarks it employs in connection with the Business.

**I. Brokers.** Seller has not dealt with any broker, agent or finder or incurred any liability for brokerage fees, finders' fees, agents' commissions or other similar forms of compensation in connection with this Agreement or the transactions contemplated hereby.

**J. Business Relations.** Seller has not received any oral or written notification, and is not otherwise aware of any circumstances, which would cause it to believe that the Business' business relationship with any customer, sales representative, employee, dealer or supplier would be adversely affected by the transaction contemplated hereunder.

**K.** As used herein "Knowledge" means the actual knowledge of of Leonard C. Goodman and Elize L. Higginbottom with no duty to investigate.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES BY THE SELLER CONTAINED IN THIS AGREEMENT OR ANY TRANSACTION DOCUMENT THE ASSETS ARE SOLD AS IS, WHERE IS WITH ALL FAULTS. BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE EXPRESSED OR IMPLIED (INCLUDING (I) ANY RELATING TO THE FUTURE OR HISTORICAL FINANCIAL CONDITION, RESULTS









IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the day and year first written above.

**SELLER:**

Chicago Reader L3C, an Illinois low-profit limited liability company

By: Leonard C. Goodman  
Leonard C. Goodman, Authorized Agent

By: \_\_\_\_\_  
Ezlie L. Higginbottom, Authorized Agent

**BUYER:**

Reader Institute for Community Journalism, Inc., an Illinois not for profit corporation

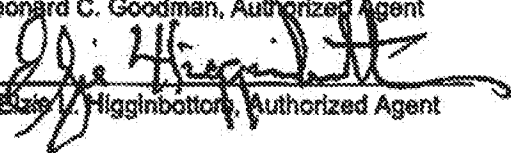
By: \_\_\_\_\_  
Tracy Balm  
President

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the day and year first written above.

**SELLER:**

**Chicago Reader L3C, an Illinois low-profit limited liability company**

By: \_\_\_\_\_  
Leonard C. Goodman, Authorized Agent

By:   
Elizabeth Higginbottom, Authorized Agent

**BUYER:**

**Reader Institute for Community Journalism, Inc., an Illinois not for profit corporation**

By: \_\_\_\_\_  
Tracy Balm  
President

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement on the day and year first written above.

**SELLER:**

Chicago Reader L3C, an Illinois low-profit limited liability company

By: \_\_\_\_\_  
Leonard C. Goodman, Authorized Agent

By: \_\_\_\_\_  
Elzie L. Higginbottom, Authorized Agent

**BUYER:**

Reader Institute for Community Journalism, Inc., an Illinois not for profit corporation

By: Tracy Balm  
Tracy Balm  
President



**SCHEDULE 1**







**SCHEDULE 4**

**SCHEDULE 8(D)**

**SCHEDULE 8(H)**  
**SELLER INTELLECTUAL PROPERTY**

The Intellectual Property includes all rights and licenses applicable to the use, modification, distribution, publication, and other exploitation of the archives of the Chicago Reader and its related publications and any other existing material used in connection with the Business, whether in written or electronic forms, published or unpublished, including but not limited to any articles, still photography, video recordings, podcasts, audio recordings, two-dimensional artwork, and all music and event archives of any kind.

**COPYRIGHTS**

All copyrights, registered and unregistered, of the Seller and its predecessors.

**SOCIAL MEDIA ASSETS/ HANDLES/WEBSITES**  
**As of May 9, 2022**

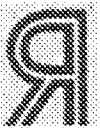



Platform	Handles (or other identifiers on Platform)
Facebook	@chicagoreader
Twitter	@Chicago_Reader
Instagram	@chicago_reader
LinkedIn	Chicago-Reader
YouTube	@chicagoreader
Spotify	Chicago Reader

**DOMAIN NAMES**  
**As of May 9, 2022**

chicagoreader.net  
chicagoreader.com  
chireader.com  
readeragenda.com  
readchicago.com  
readchicago.net  
chicagoreader.org  
chicagoreadermail.com  
chicagoreadercorp.com  
savechicagomedia.org

**TRADEMARKS**  
**U.S. Federal and State Trademarks**  
**As of May 9, 2022**

Mark	Country/ Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Class and Goods/Services	Status	Owner*
READER	United States (Federal)	73475675 April 16, 1984	1366600 October 22, 1985	16: Newspapers.	Renewal due October 22, 2025	STM Reader, LLC

Mark	Country/ Jurisdiction	App. No./ Filing Date	Reg. No./ Reg. Date	Class and Goods/Services	Status	Owner*
CHICAGO READER	United States (Federal)	78735401 October 18, 2005	3257817 July 3, 2007	16: Newspapers.	Renewal due July 3, 2027	STM Reader, LLC
CHICAGO READER	United States (Federal)	75298834 May 27, 1997	2176617 July 28, 1998	35: General information clearing house available through a global communications network. 42: Providing access by means of a global computer information network to interactive and non-interactive computer databases containing information in a wide variety of fields.	Renewal due July 28, 2028	STM Reader, LLC
R (Stylized) 	United States (Federal)	97/244130 January 28, 2022	4679116 January 27, 2015	41: Online digital publishing of newspapers.	PENDING	STM Reader, LLC
B SIDE CHICAGO READER MUSIC (Stylized) 	United States (Federal)	86731008 August 20, 2015	4967896 May 31, 2016	16: Print publications, namely, newspapers 41: Online digital publishing of periodicals.	Declaration of use due May 31, 2022	STM Reader, LLC
CHICAGO READER	United States (Federal)	86730930 August 20, 2015	4967891 May 31, 2016	35: Distributorship services in the field of printed publications.	Declaration of use due May 31, 2022	STM Reader, LLC
READER (Stylized) 	United States (Federal)	86730958 August 20, 2015	4967893 May 31, 2016	16: Print publications, namely, newspapers 41: Online digital publishing of periodicals.	Declaration of use due May 31, 2022	STM Reader, LLC
R (Stylized) 	United States (Federal)	86935271 March 10, 2016	5094333 December 6, 2016	16: Newspapers; news bulletins.	Declaration of use due December 6, 2022	STM Reader LLC

AGENDA	State - Illinois		109233 May 18, 2016	16: Print publications, newspaper.	Lapsed	STM Reader LLC
AGENDA	State - Illinois		109234 May 18, 2016	35, 41, 42: Online digital publishing of periodicals.	Lapsed	STM Reader LLC

**DIGITAL MILLENIUM COPYRIGHT ACT REGISTRATION**

(as of March 25, 2022)

Chicago Reader L3C has been registered with the DMCA, Registration No. DMCA-1028649, which registration expires on March 24, 2025.

Assets include any trademark applications which may be submitted by Seller in connection with the Business after the date of this trademark Schedule as set forth above, including any such applications for the lapsed trademarks.

\* All right, title and interest for the foregoing trademarks belongs to Seller, in all cases. For the avoidance of doubt, the current legal entity name of the Owner of the trademarks is Chicago Reader L3C (fka Alternative News L3C, STM Reader, LLC).