

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Journalistic, Inc.		08/16/2022	Corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Design World LLC		
Street Address:	1111 Superior Avenue, 26th Floor		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3022542	QSR	
Registration Number:	2739644	QSR	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<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:	720-274-3163		
Email:	huelinh.tran@wilmerhale.com		
Correspondent Name:	Benjamin S. Fernandez, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Benjamin S. Fernandez		
SIGNATURE:	/s/ Benjamin S. Fernandez		
DATE SIGNED:	12/29/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of August __, 2022, is made by JOURNALISTIC, INC. ("**Seller**"), a North Carolina Domestic Business Corporation, located at 101 Europa Dr STE 150, Chapel Hill, NC 27517, in favor of DESIGN WORLD, LLC dba WTWH MEDIA, LLC ("**Buyer**"), a Delaware limited liability company, located at 1111 Superior Avenue, 26th Floor, Cleveland, OH 44114, the purchaser of certain assets of Seller pursuant to the Asset Purchase Agreement between Buyer and Seller dated as of July 28, 2022 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "**Assigned Trademarks**"):

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller's business, or that portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) any and all of trademark registrations and trademark applications owned by Seller that are related to the business and/or assets being sold pursuant to the Asset Purchase Agreement;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims 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, dilution, misappropriation, violation, misuse,

breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto. The obligations herein shall survive Closing under the Asset Purchase Agreement.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

JOURNALISTIC, INC.

By: Webb C. Howell, III
Webb Howell, III, President *president*

Agreed and Accepted:

DESIGN WORLD, LLC dba WTWH
MEDIA, LLC

By: Scott McCafferty
Scott McCafferty, Managing Member

SCHEDULE 1

Assigned Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
QSR	U.S.	3022542	12/06/2005
QSR	U.S.	2739644	07/02/2003

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
FSR				

SIGNATURE CERTIFICATE



REFERENCE NUMBER
ED22EB33-395F-4624-84FA-D88340330E89

TRANSACTION DETAILS

Reference Number
ED22EB33-395F-4624-84FA-D88340330E89

Transaction Type
Signature Request

Sent At
08/16/2022 08:50 EDT

Executed At
08/16/2022 08:52 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
e2ecfcef4bb8f6a98e0cb9ee50c59465398089532cd8399b9e5cd5ee2fac6b80

Signer Sequencing
Disabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Trademark Assignment

Filename
trademark_assignment.pdf

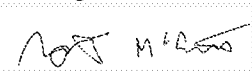
Pages
4 pages

Content Type
application/pdf

File Size
175 KB

Original Checksum
2e8ec4279e7f5f58db74982229e777337a552ca8b5d2988e91497eb92b80497f

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Scott McCafferty</p> <p>Email smccafferty@wtwhmedia.com</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum b426b3d2b360f18f290b415913fa994dda47b005abf4e431fe853b84513ce428</p> <p>IP Address 174.216.64.121</p> <p>Device Mobile Safari via iOS</p> <p>Drawn Signature </p> <p>Signature Reference ID 9673BBB1</p> <p>Signature Biometric Count 177</p>	<p>Viewed At 08/16/2022 08:51 EDT</p> <p>Identity Authenticated At 08/16/2022 08:52 EDT</p> <p>Signed At 08/16/2022 08:52 EDT</p>

AUDITS

TIMESTAMP	AUDIT
08/16/2022 08:50 EDT	Mike Coyne (mikec@healthlaw.com) created document 'trademark_assignment.pdf' on Chrome via Windows from 12.231.117.2.
08/16/2022 08:50 EDT	Scott McCafferty (smccafferty@wtwhmedia.com) was emailed a link to sign.
08/16/2022 08:51 EDT	Scott McCafferty (smccafferty@wtwhmedia.com) viewed the document on Mobile Safari via iOS from 174.216.64.121.
08/16/2022 08:52 EDT	Scott McCafferty (smccafferty@wtwhmedia.com) authenticated via email on Mobile Safari via iOS from 174.216.64.121.
08/16/2022 08:52 EDT	Scott McCafferty (smccafferty@wtwhmedia.com) signed the document on Mobile Safari via iOS from 174.216.64.121.