

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM777328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMMIS PUBLISHING, L.P.		12/01/2022	Limited Partnership: INDIANA
RECEIVING PARTY DATA			
Name:	CINCINNATI MEDIA, LLC		
Street Address:	5750 New King Highway		
Internal Address:	Suite 100		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48098		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6696646	BEST OF INDY	
Registration Number:	1917939	INDIANAPOLIS MONTHLY	
Registration Number:	2325902	TASTE OF INDIANAPOLIS	
Registration Number:	3381016	THE INDIANAPOLIS MAGAZINE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	248-641-1600		
Email:	palanglois@harnessip.com		
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.		
Address Line 1:	5445 Corporate Drive		
Address Line 2:	Suite 200		
Address Line 4:	Troy, MICHIGAN 48098		
NAME OF SUBMITTER:	Geoffrey D. Aurini		
SIGNATURE:	/Geoffrey D. Aurini/		
DATE SIGNED:	12/29/2022		
Total Attachments: 6			

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of December 1, 2022, is made by EMMIS PUBLISHING, L.P., an Indiana limited partnership, located at One Emmis Plaza, 40 Monument Circle, Indianapolis, Indiana 46204 (“**Seller**”), and CINCINNATI MEDIA, LLC, an Ohio limited liability company, located at 5750 New King Highway, Suite 100, Troy, Michigan 49098 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller dated as of December 1, 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 any 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 and assumes, all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), including all common law rights, free and clear of all liens, claims encumbrances except Permitted Liens (as defined in the Asset Purchase Agreement), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof; provided that, with respect to any 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 portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) 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;

(c) 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

(d) 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, the parties shall take such steps as may be reasonably necessary to effect the assignment and assumption of the Assigned Trademarks to Buyer.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is made under and subject 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 subject to the limitations 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 State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana 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.

"SELLER"

EMMIS PUBLISHING, L.P.

By: EMMIS OPERATING COMPANY, its
General Partner

By: 
Scott Enright
Its: Executive Vice President

AGREED TO AND ACCEPTED BY: "BUYER"

CINCINNATI MEDIA, LLC

By: _____
Name: _____
Its: _____

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

"SELLER"

EMMIS PUBLISHING, L.P.

By: EMMIS OPERATING COMPANY, its
General Partner

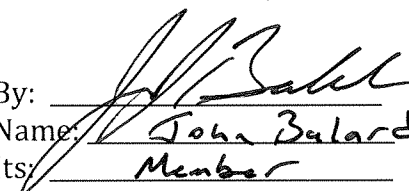
By: _____

Scott Enright

Its: Executive Vice President

AGREED TO AND ACCEPTED BY: "BUYER"

CINCINNATI MEDIA, LLC

By:  _____

Name: John Balardo

Its: Member

SCHEDULE 1
Assigned Trademarks

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MARK	STATE/FEDERAL	REGISTRATION/SERIAL NUMBER
Best of Indy	Indiana	2020000026181 (Class 16)
Best of Indy	Indiana	2020000026180 (Class 41)
Best of Indy	US	6,696,646 (Class 16, 41)
Dream Home	Indiana	5010-2702 (Class 41)
Faces of Indy	Indiana	2020000026182 (Class 16)
Faces of Indy	Indiana	2020000026183 (Class 41)
Indiana Bride	Indiana	2001-0227 (Class 16)
Indianapolis Monthly	US	1,917,939 (Class 16)
Indianapolis Monthly Dream Home	Indiana	5010-2701 (Class 41)
Indianapolis Monthly Shops	Indiana	2011-0459 (Class 16)
Taste of Indianapolis	Indiana	5010-3753 (Class 41)
Taste of Indianapolis	US	2,325,902 (Class 41)
The Hoosierist	Indiana	2013-0504 (Class 16)
The Indianapolis Magazine	US	3,381,016 (Class 16)