

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787440

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harlequin Enterprises ULC		06/02/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Graphic Audio, LLC		
Street Address:	7520 Standish Road		
Internal Address:	Suite 100		
City:	Rockville		
State/Country:	MARYLAND		
Postal Code:	20855		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	73338133	GOLD EAGLE	
Serial Number:	73338244	GOLD EAGLE	
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:	2404762476		
Email:	arouhanian@recordedbooks.com		
Correspondent Name:	Anoosha Rouhanian		
Address Line 1:	8400 Corporate Drive		
Address Line 2:	Suite 100		
Address Line 4:	Landover, MARYLAND 20785		
NAME OF SUBMITTER:	Anoosha Rouhanian		
SIGNATURE:	/Anoosha Rouhanian/		
DATE SIGNED:	02/16/2023		
Total Attachments: 6			
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source=2021.06.01 - EXECUTED - Harlequin x Graphic Audio APA Page 15 (Exhibit B - Trademarks)#page1.tif
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**GRAPHIC AUDIO-HARLEQUIN
GOLD EAGLE ASSETS PURCHASE AGREEMENT**

This Gold Eagle Assets Purchase Agreement (this "**Agreement**") is made effective as of June 1, 2021 by and among Harlequin Enterprises ULC, located at 22 Adelaide Street, W, 41st Floor, Toronto, ("**H.E.**"), Harlequin Books SA, located at Route De Chantemerle 58, 1783 Granges-Paccot, Switzerland ("**H.B.**") (H.E. and H.B., collectively, the "**Vendors**") and Graphic Audio, LLC, a division of Recorded Books, Inc., located at 7520 Standish Road, Suite 100, Rockville, Maryland 20855 ("**Graphic Audio**") (each, a "**Party**," and collectively, the "**Parties**").

WHEREAS Graphic Audio wishes to purchase and Vendors wish to sell all, or substantially all, of the assets (excluding the Pendleton Rights (as defined below)) associated with the Gold Eagle imprint, in particular the works in the Gold Eagle series Deathlands, Rogue Angel, Outlanders, Earth Blood, and Room 59 (the "**Gold Eagle Imprints**"), and such assets include certain publishing agreements with authors, as amended from time to time (the "**Author Agreements**"), as listed in Exhibit A (the "**Titles**") and certain other related assets defined below, including the Cover Art, Pseudonyms, Domain Name, Materials and Trademarks (each as defined below) from the Vendors and the Parties have agreed to assign obligations and liabilities relating to the business to Graphic Audio on the terms and conditions set out herein;

AND WHEREAS the Vendors also own or have usage rights with respect to: (i) certain registered and unregistered trademarks used in association with the Titles as listed in Exhibit B (the "**Trademarks**"); (ii) certain artistic works and photographs in association with certain of the Titles as listed in Exhibit C (the "**Cover Art**"); (iii) the pseudonyms "James Axler", "Alex Archer" and "Cliff Ryder" (the "**Pseudonyms**"), (iv) the domain names as listed in Exhibit D (the "**Domain Names**") and all the registrations thereof; and (v) text files for the Titles, digital art files of the Cover Art, and all books and records related to the Titles as listed in Exhibit E (the "**Materials**");

AND WHEREAS as of the Closing Date, certain authors have not consented to the assignment of their publishing agreements to Graphic Audio, and the Vendors have therefor agreed to sublicense such agreements to Graphic Audio on the terms and conditions set forth herein. The publishing agreements that shall be sublicensed are listed in Exhibit E hereto (the "**Sublicensed Author Agreements**");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. Sale of Assets.

a. Description of Assets. Subject to the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as hereinafter defined) the Vendors shall irrevocably assign, convey, sell, grant, and transfer to Graphic Audio, and Graphic Audio shall assume and accept from the Vendors, all of the Vendors' right, title and interest in and to all, or substantially all, of the assets (excluding the Pendleton Rights and Sublicensed

Author Agreements (as defined below)) associated with the Gold Eagle imprint, namely the following assets (collectively, the “**Assets**”):

- (i) **Author Agreements.** The Author Agreements (except for the Sublicensed Author Agreements) and all of the Vendors’ rights and obligations thereunder. For greater certainty Vendors’ rights include, among other copyright rights, the exclusive right to publish each Title in various formats, in accordance with each Author Agreement, for the legal term of its copyright, subject to any legal and contractual rights of reversion;
 - (ii) **Trademarks.** The Trademarks, and all the registrations thereof together with the goodwill of the business concerned in the goods and services for which the Trademarks are used and/or registered;
 - (iii) **Cover Art.** Any and all rights to use the Cover Art in association with the publication, distribution, sale and advertising of the Titles;
 - (iv) **Pseudonyms.** Any and all rights to use the Pseudonyms in association with the publication, distribution, sale and advertising of the Titles;
 - (v) **Domain Name.** The Domain Names, and all the registrations thereof; and
 - (vi) **Materials.** The Materials, to be delivered to Graphic Audio in accordance with Section 5 herein; for the avoidance of doubt, such Materials shall include, without limitation, the “bibles” and any supporting documentation listed in Exhibit E and any copyright rights that attach thereto.
- b. **Author Consents.** The Parties acknowledge that certain Author Agreements require author consent to assignment and, as such, the Vendors agree to use reasonable commercial efforts to obtain such author consents prior to the Closing Date.
- c. **Trademark Assignments.** Graphic Audio shall arrange for the recordal of the assignment of each registered Trademark in the applicable registries at its own expense. Vendors agree to execute any such further instruments as Graphic Audio may require to establish Graphic Audio’s rights in and to such registered Trademarks and to effectuate the recordal of the assignment of such registered Trademarks in the applicable national registries.
- d. **Domain Name Assignment.** Vendors agree to execute such further documents as Graphic Audio may reasonably request in order to effectuate the recordal of the assignment of the Domain Name with the applicable domain name registrar.
- e. **Sublicensed Author Agreements.** The Parties shall execute a sublicense agreement in the form set out in Exhibit G (the “**Sublicense Agreement**”) effective as of the Effective Date which sets out the terms and conditions of license from Vendors to Graphic Audio for the Sublicensed Author Agreements. In the event that an author grants consent to assignment to a Sublicensed Author Agreement after the Closing Date, (x) the Party that receives such consent shall notify the other Parties, (y) the Parties shall remove such

never been included herein or therein and to be valid, lawful and enforceable to the maximum extent possible.

18. Survival. Subject to the provisions of Section 10(c) above, all of the terms and conditions of this Agreement, which provide for any activity following the Closing Date of termination or expiration of this Agreement, shall survive until such time as those terms and conditions have been fulfilled and satisfied.


IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date(s) set forth below and to be effective as of the Closing Date.

ACCEPTED FOR GRAPHIC AUDIO, LLC.

Name: Tom MacIsaac

Position: CEO

Date: Jun 2, 2021

Signature: 
Tom MacIsaac (Jun 2, 2021 12:26 EDT)

ACCEPTED FOR HARLEQUIN
ENTERPRISES ULC

Name: Brent Lewis

Position: EVP & Publisher

Date: Jun 2, 2021

Signature: 

ACCEPTED FOR HARLEQUIN BOOKS SA

Name: Kirk Marshall

Position: CFO

Date: Jun 2, 2021




Signature: 
Kirk Marshall (Jun 2, 2021 13:08 EDT)

EXHIBIT B - TRADEMARKS

PART I – Registered Trademarks

Mark/Series	Jurisdiction	Application No & Date	Registration No & Date	Goods/Services	Status
GOLD EAGLE	Canada	873105 1998-03-20	TMA507975 1999-02-12	Motion picture films featuring fictional dramatic works; pre-recorded audio and video tapes, cassettes and disks featuring works of fiction; video software namely discs and tapes, optical disks for transmitting and reproducing text, sound and/or images; computer software in the field of entertainment, namely visual and textual representations of books for use in CD-ROM and CD-I and user manuals sold therewith.	Registered
		467075 1981-03-18	TMA266753 1982-02-19	Printed publications, namely books.	Registered
		73338133 1981-11-20	1217546 1982-11-23	Printed publications-namely, fiction and non-fiction books on a variety of topics	Registered
BIRD'S HEAD EAGLE DESIGN 	Canada	0470364 1981-05-25	TMA270137 1982-06-11	Printed publications namely books.	Registered
		GOLD EAGLE DESIGN 	470365 1981-05-25	TMA270138 1982-06-11	Printed publications namely books.
	United States		73338244 1981-11-20	1236253 1983-05-03	Printed publications-namely, fiction and non-fiction books on a variety of topics
		DEATHLANDS	Canada	1159894 2002-11-21	TMA667182 2006-07-10
556296 1986-01-27	TMA325162 1987-03-27			Books.	Registered
73585767 1986-03-03	1458260 1987-09-22			Series of fiction adventure books	Registered
OUTLANDERS	Canada	819761 1996-08-02	TMA483929 1997-10-10	Printed publications, namely books.	Registered

TRADEMARK

REEL: 007972 FRAME: 0422











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Final Audit Report

2021-06-02

Created:	2021-06-02
By:	Katharine Campbell (Katharine.Campbell@harpercollins.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXKVreez7WdXgpMOwkKvJ0OazLE6_70tj

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-  Document created by Katharine Campbell (Katharine.Campbell@harpercollins.com)
2021-06-02 - 3:21:47 PM GMT- IP address: 99.229.196.47
-  Document emailed to Tom MacIsaac (tmacisaac@recordedbooks.com) for signature
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-  Email viewed by Tom MacIsaac (tmacisaac@recordedbooks.com)
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-  Document emailed to Brent Lewis (brent.lewis@harpercollins.com) for signature
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-  Document emailed to Kirk Marshall (kirk.marshall@harpercollins.com) for signature
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-  Email viewed by Kirk Marshall (kirk.marshall@harpercollins.com)
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-  Document e-signed by Kirk Marshall (kirk.marshall@harpercollins.com)
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● Agreement completed.

2021-06-02 - 5:08:13 PM GMT