

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM799091

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kovel Antiques, Inc.		03/23/2023	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ACTIVE INTEREST MEDIA HOLDCO, INC.		
<b>Street Address:</b>	6936 Baseline Road		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80303		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2578268	KOVELS	
<b>Registration Number:</b>	4653280	ACCUVALUE	
<b>Registration Number:</b>	1926968	K	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2167364239		
<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>	2167364239		
<b>Email:</b>	ipdocketcleveland@bdbl.com		
<b>Correspondent Name:</b>	Buckingham, Doolittle & Burroughs		
<b>Address Line 1:</b>	1375 E. 9th Street		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	78850-0002		
<b>NAME OF SUBMITTER:</b>	Dominic A. Frisina		
<b>SIGNATURE:</b>	/Dominic A. Frisina/		
<b>DATE SIGNED:</b>	03/30/2023		
<b>Total Attachments: 45</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated March 23, 2023, is made by **KOVEL ANTIQUES, INC.**, an Ohio corporation (“**Seller**”), in favor of **ACTIVE INTEREST MEDIA HOLDCO, INC.** (“**Buyer**”), a Delaware corporation, the purchaser of substantially all of the assets of Seller’s magazine publication business, pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of March 23, 2023 (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 IP 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 IP**”):

(a) the trademark registrations set forth on Schedule 1.1(a) attached to the Asset Purchase Agreement and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) the copyrights relating to the publications identified on Schedule 2 attached hereto;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction;

(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 United States Patent and Trademark Office and any corresponding entity or agency in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, and at Buyer's sole cost and expense, 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 IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP 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 IP. 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 IP 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 IP 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 IP Assignment.

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

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

**SELLER:**  
**Kovels' Antiques, Inc.**

**BUYER:**  
**Active Interest Media HoldCo, Inc.**

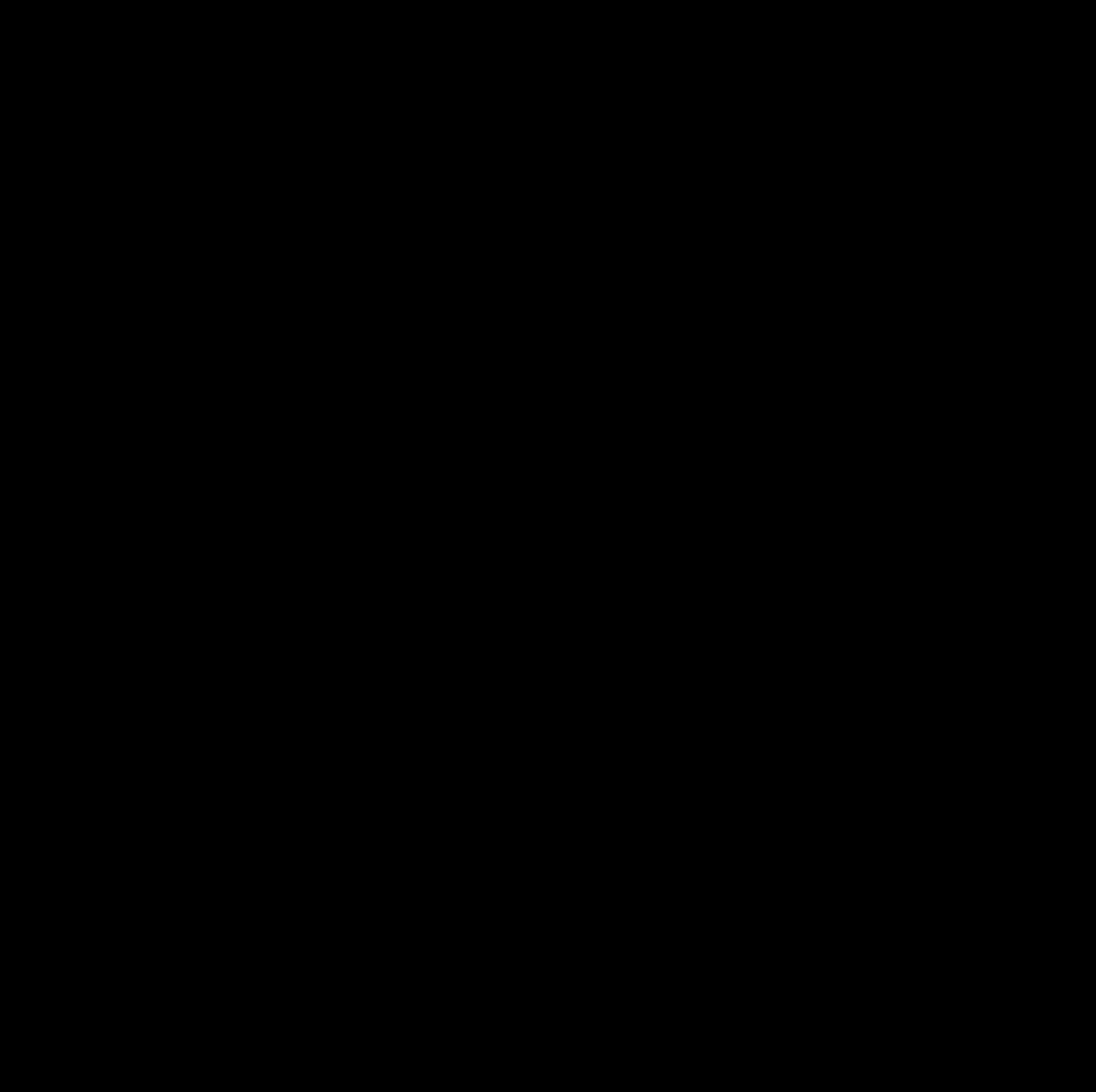
By: Kim Kovel  
Name: Kim Kovel  
Title: Chief Operating Officer

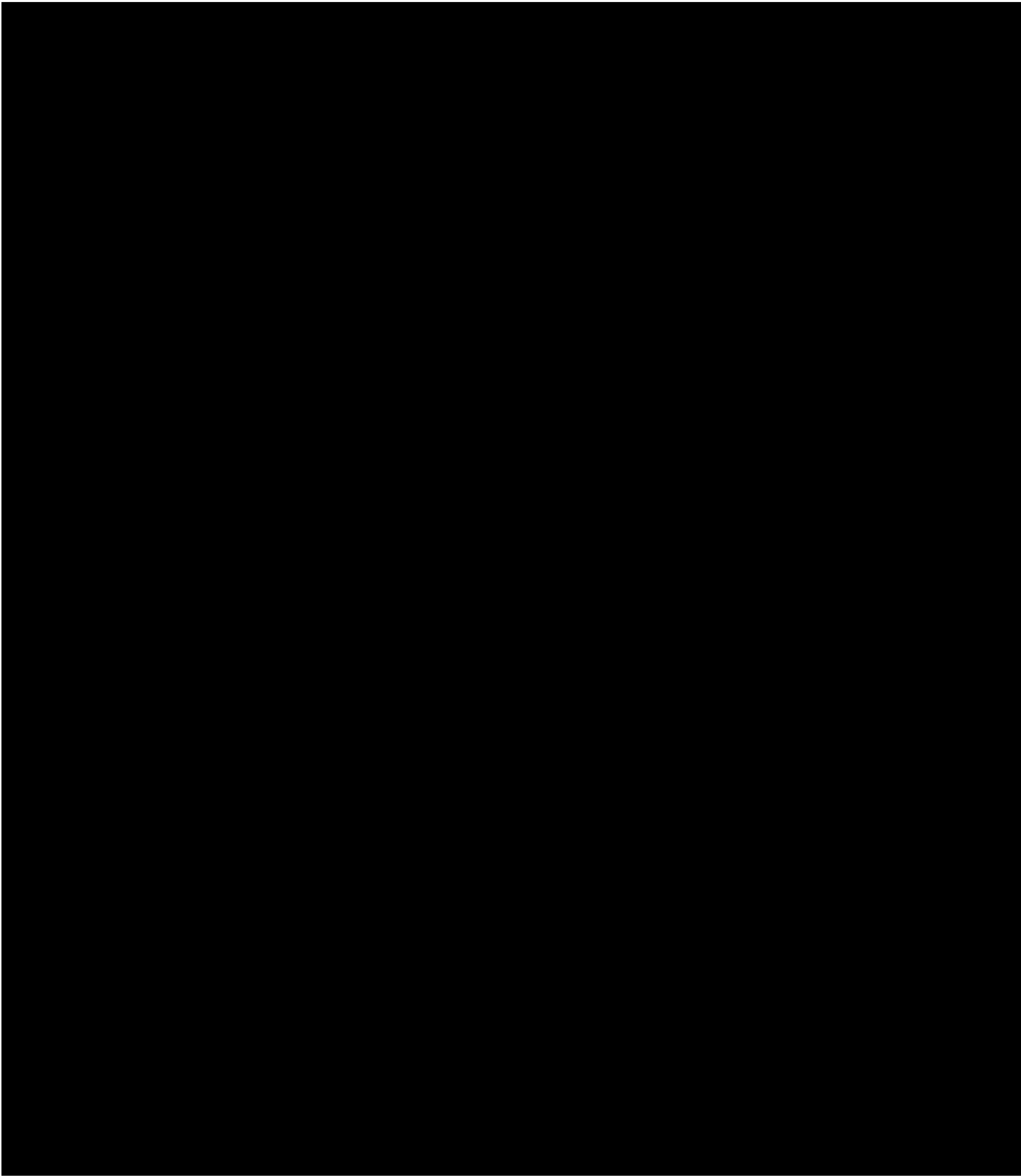
By: [Signature]  
Name: Andrew Chapman  
Title: Assistant CEO

01631940-1

## **ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 23rd day of March, 2023 (the "Effective Date"), by and between Kovels' Antiques, Inc., an Ohio corporation ("Seller") and Active Interest Media HoldCo, Inc., a Delaware corporation ("Buyer").

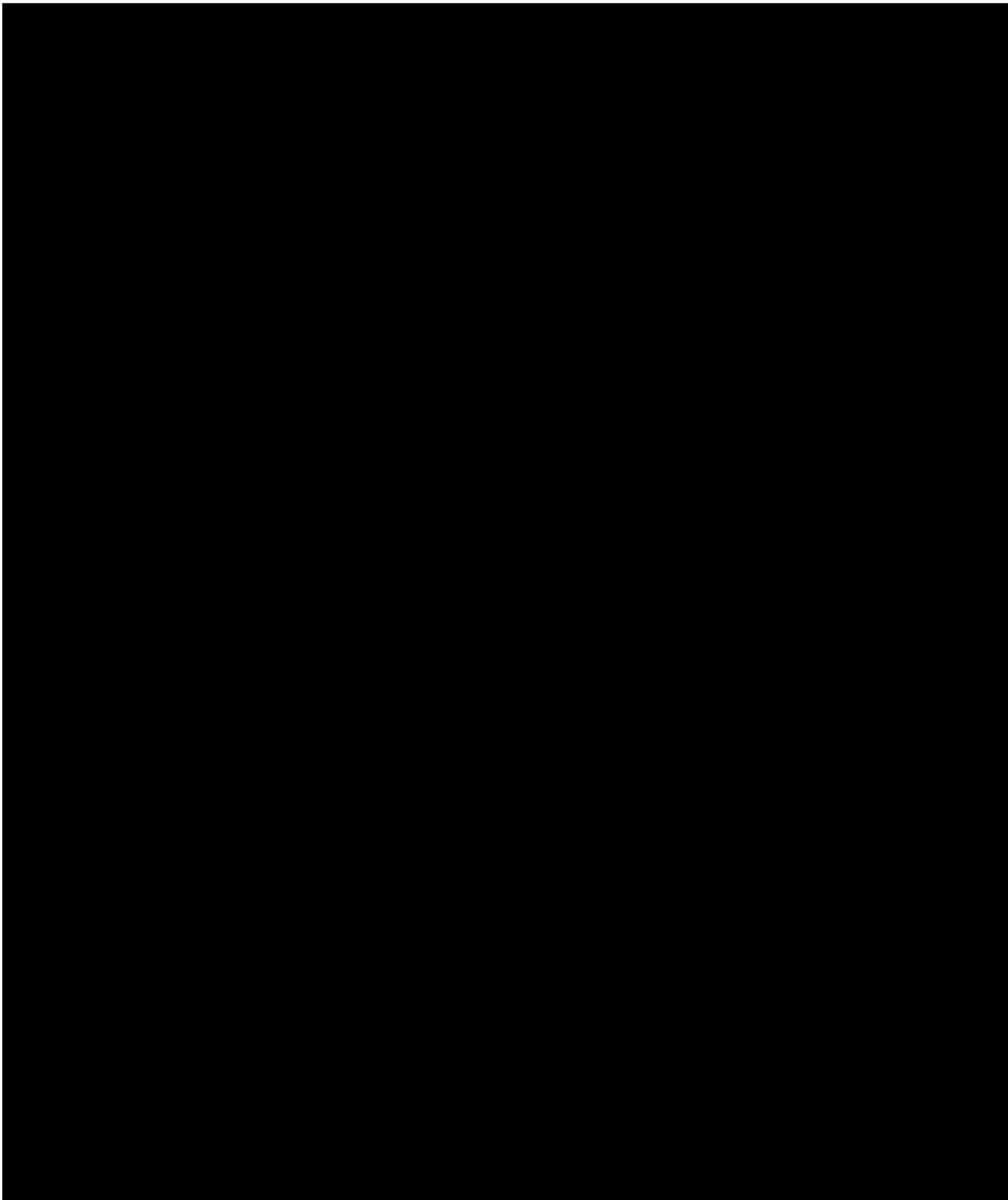




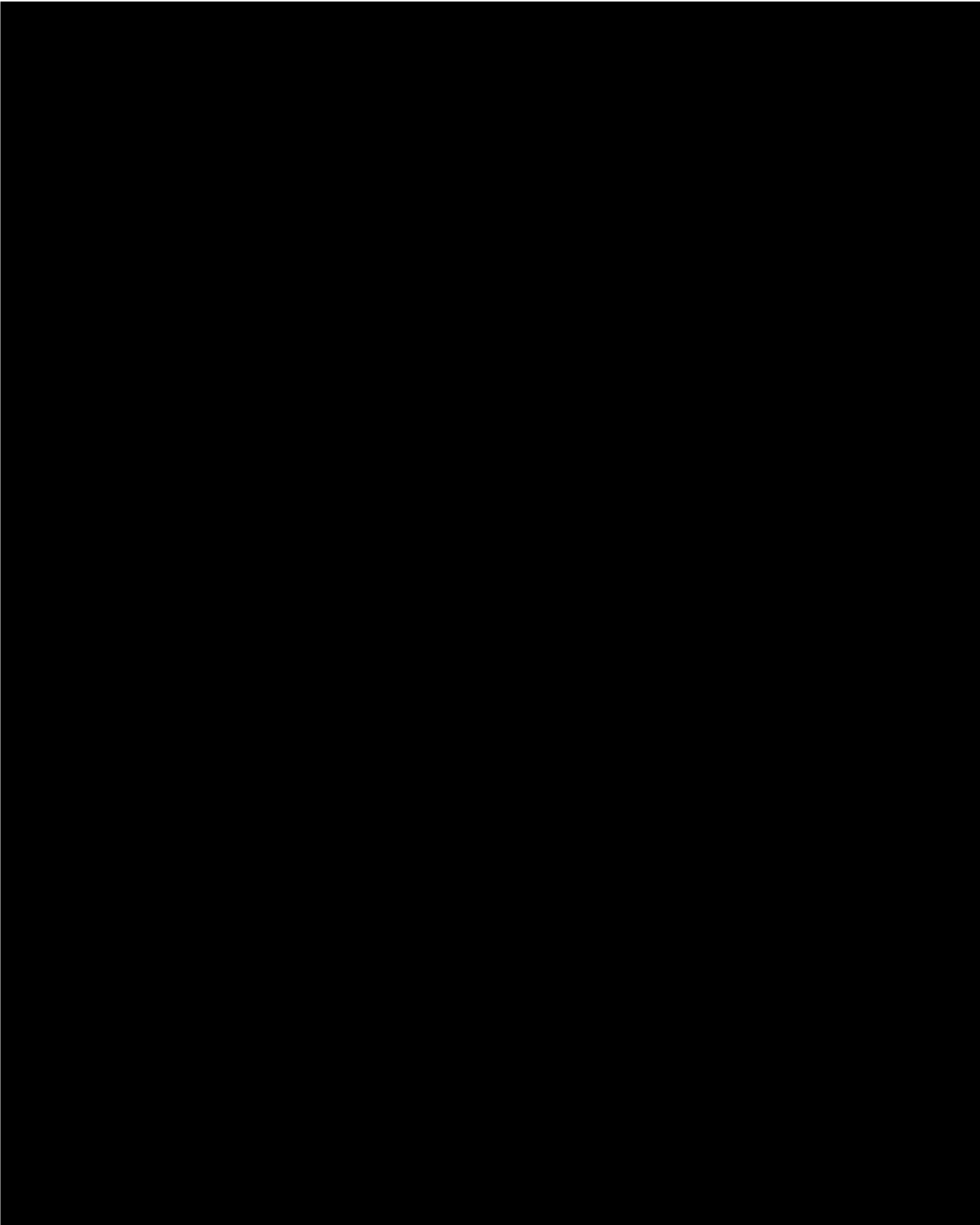




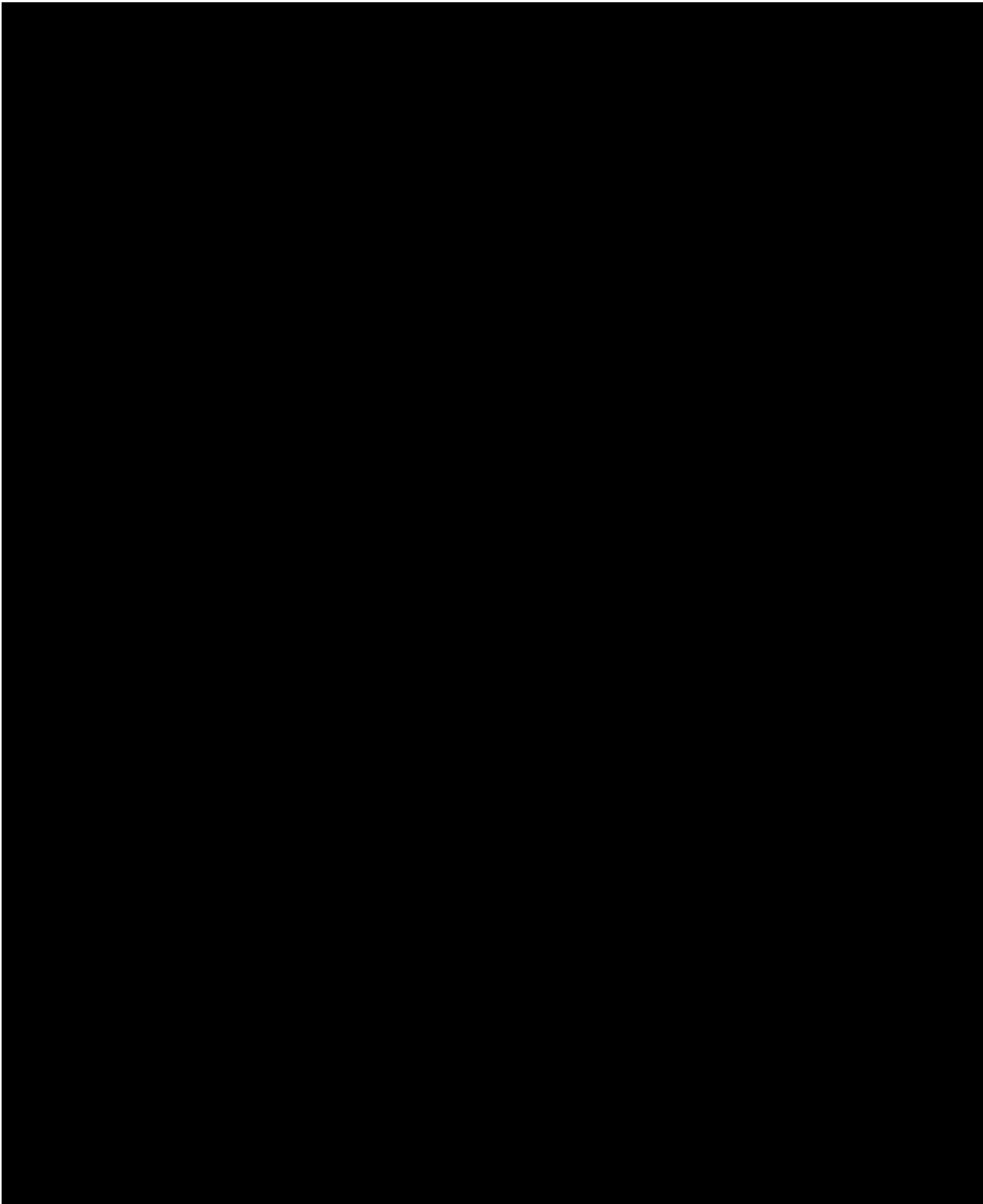


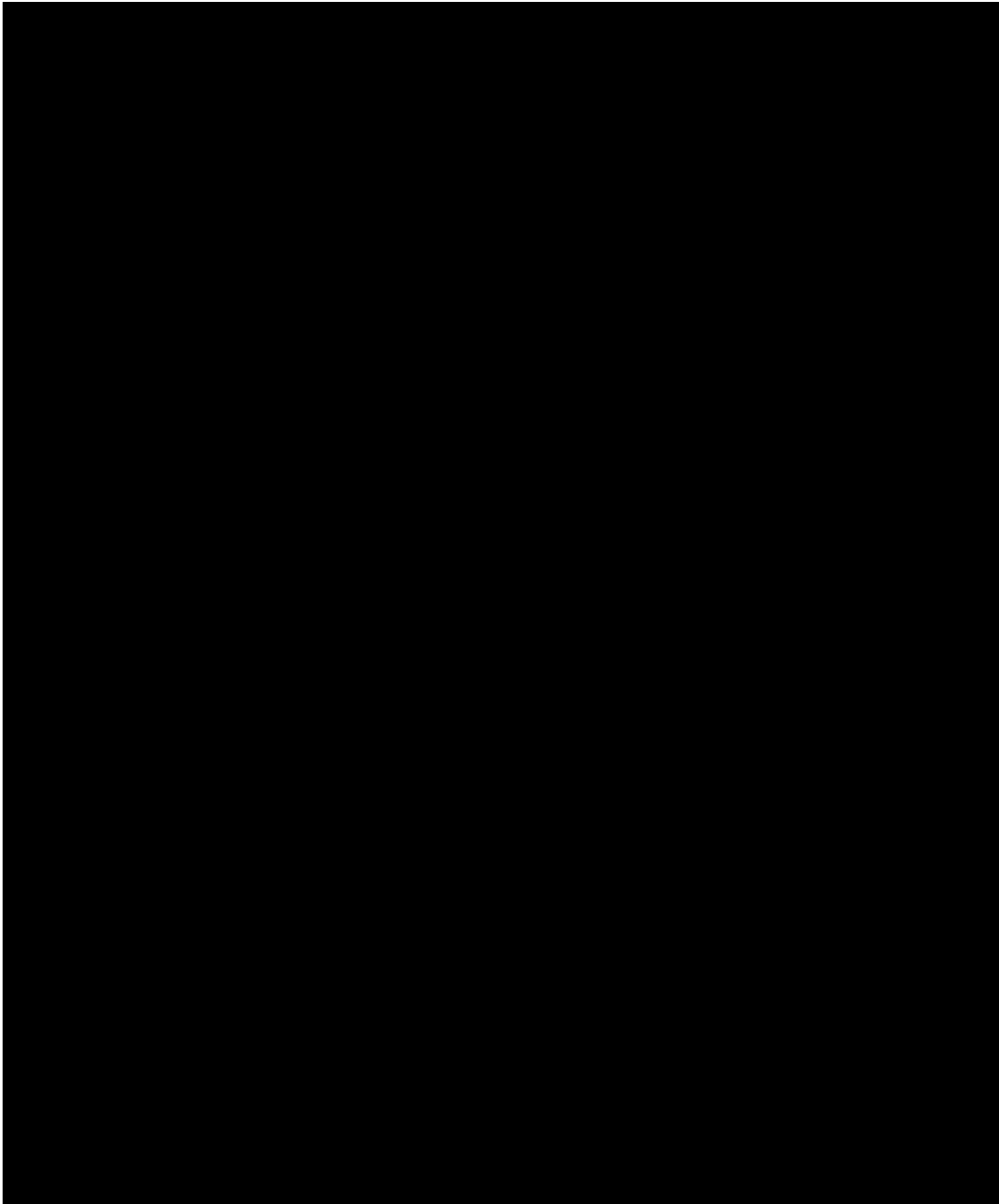


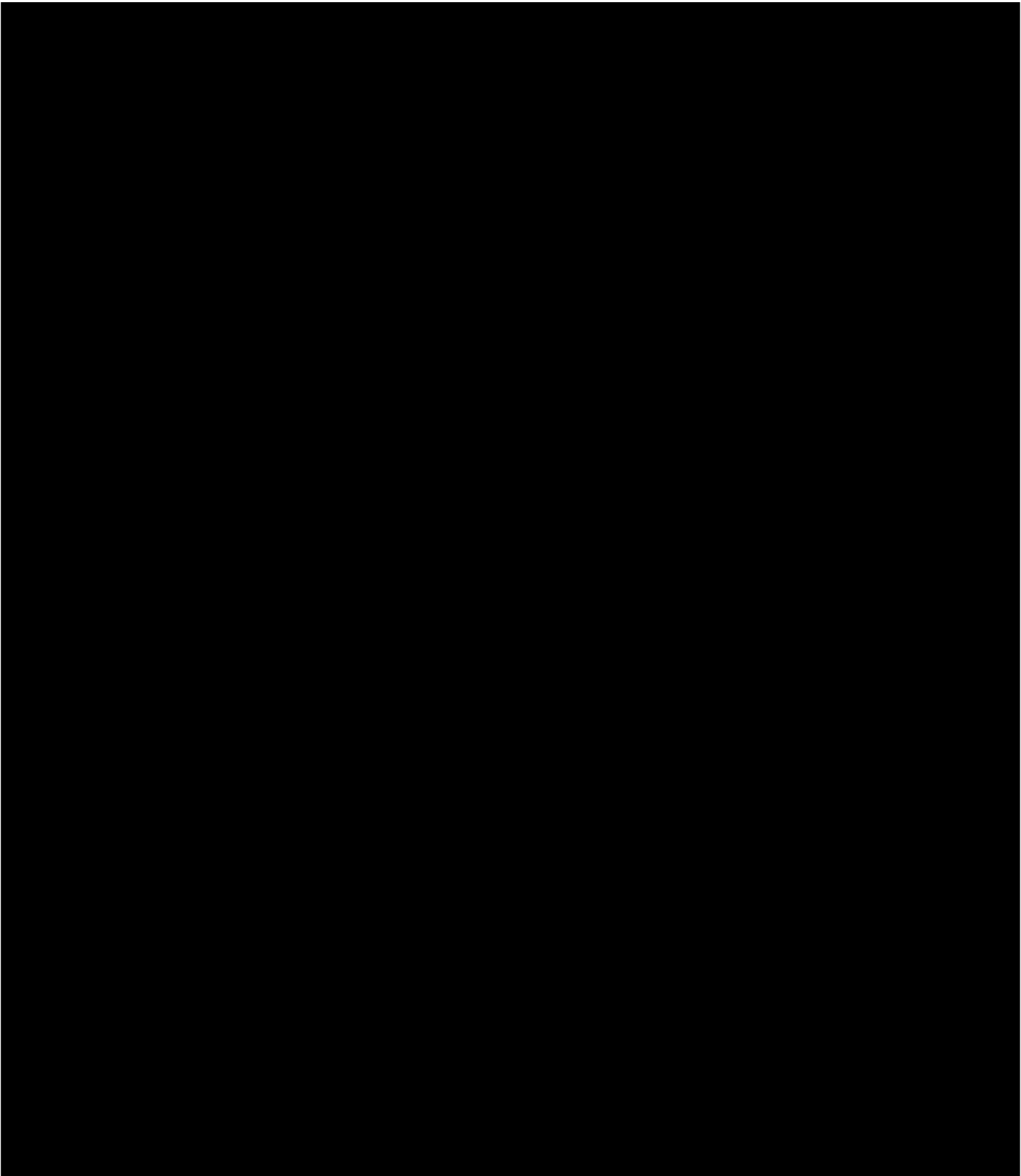


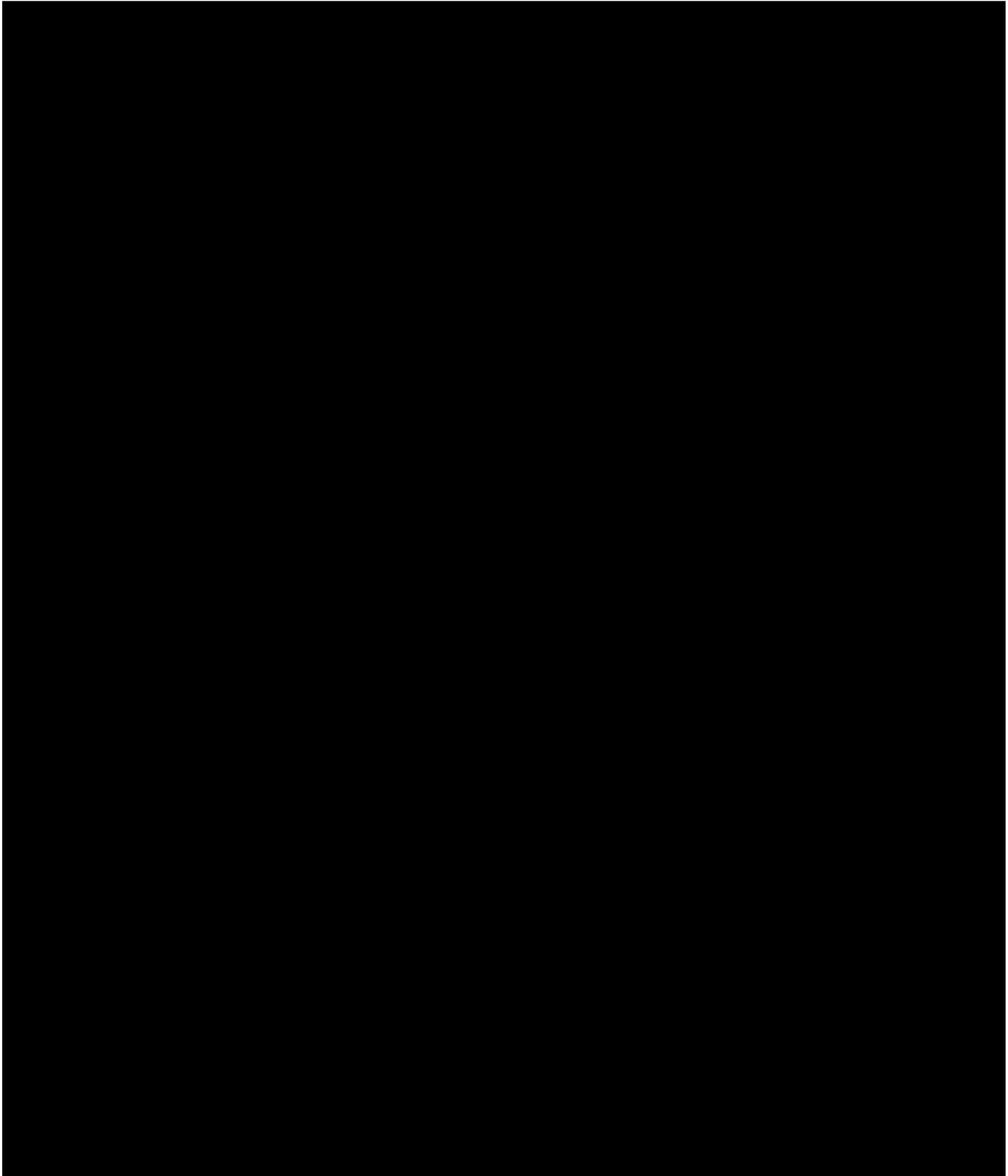




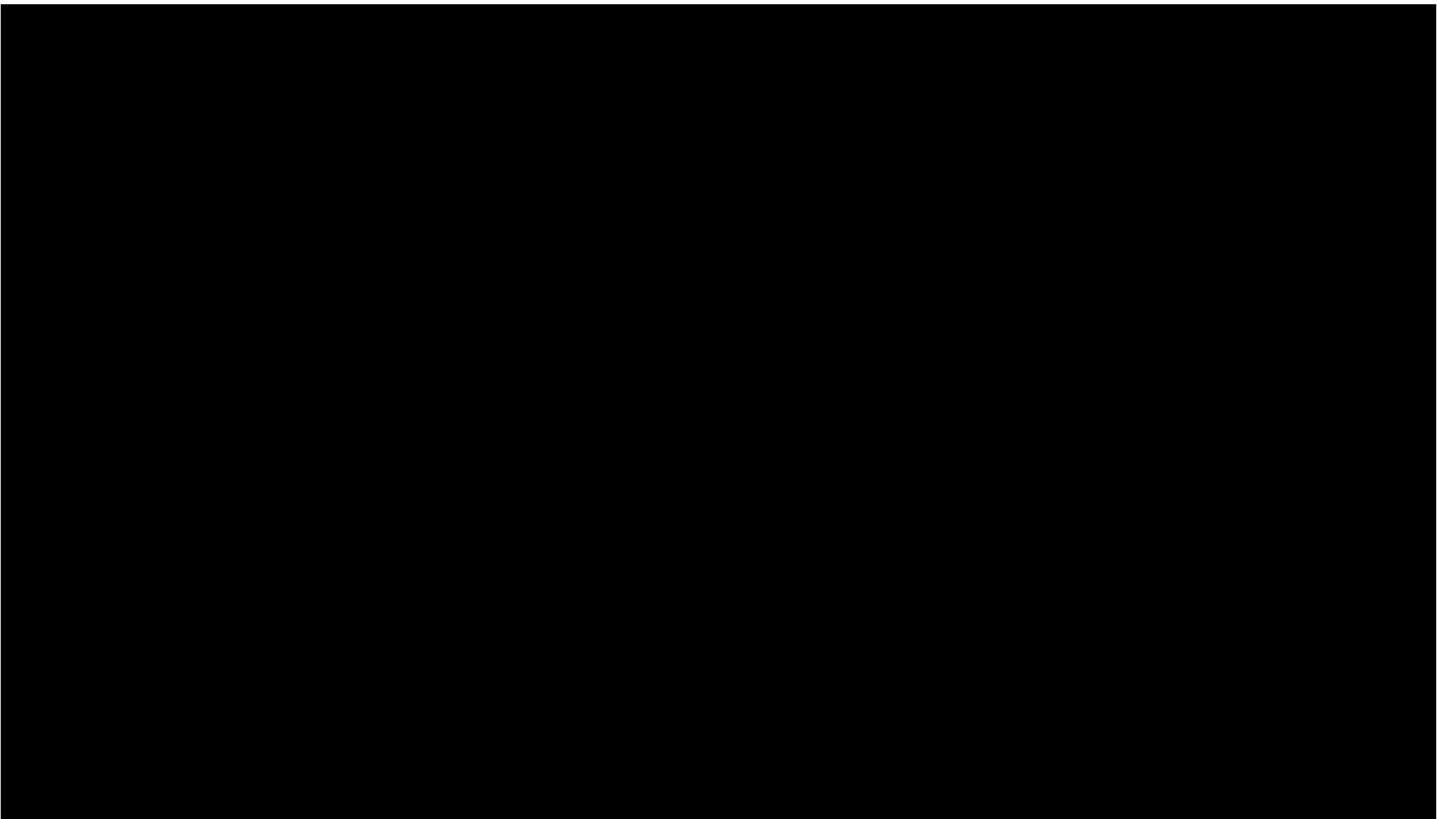












IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first written above.

**SELLER:**  
**Kovels' Antiques, Inc.**

**BUYER:**  
**Active Interest Media HoldCo, Inc.**

By: Kim Kovel  
Name: Kim Kovel  
Title: Chief Operating Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

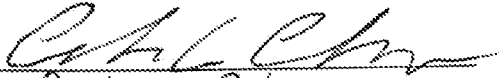
*Signature Page to Asset Purchase Agreement*

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first written above.

**SELLER:**  
Kovels' Antiques, Inc.

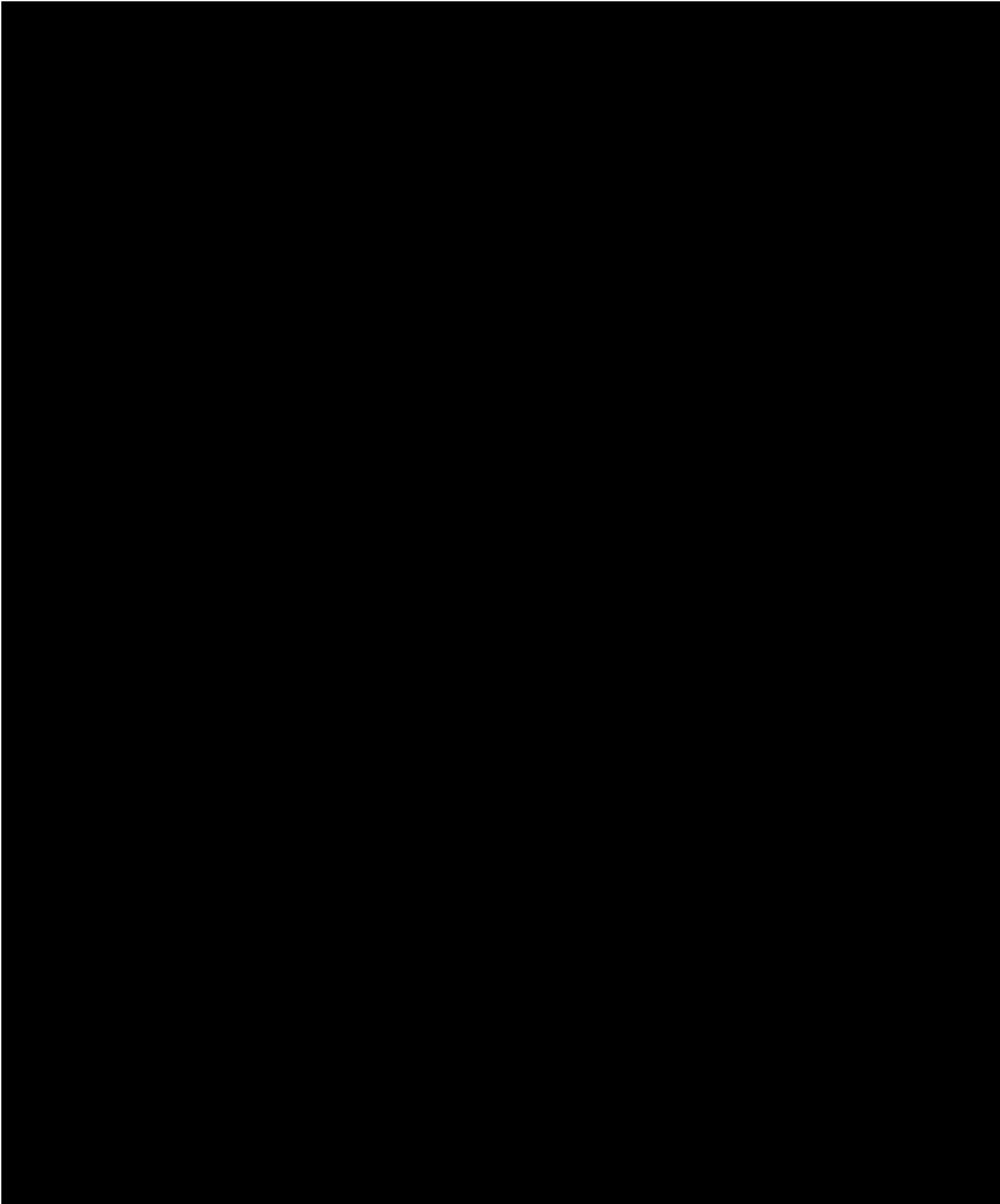
**BUYER:**  
Active Interest Media HoldCo, Inc.

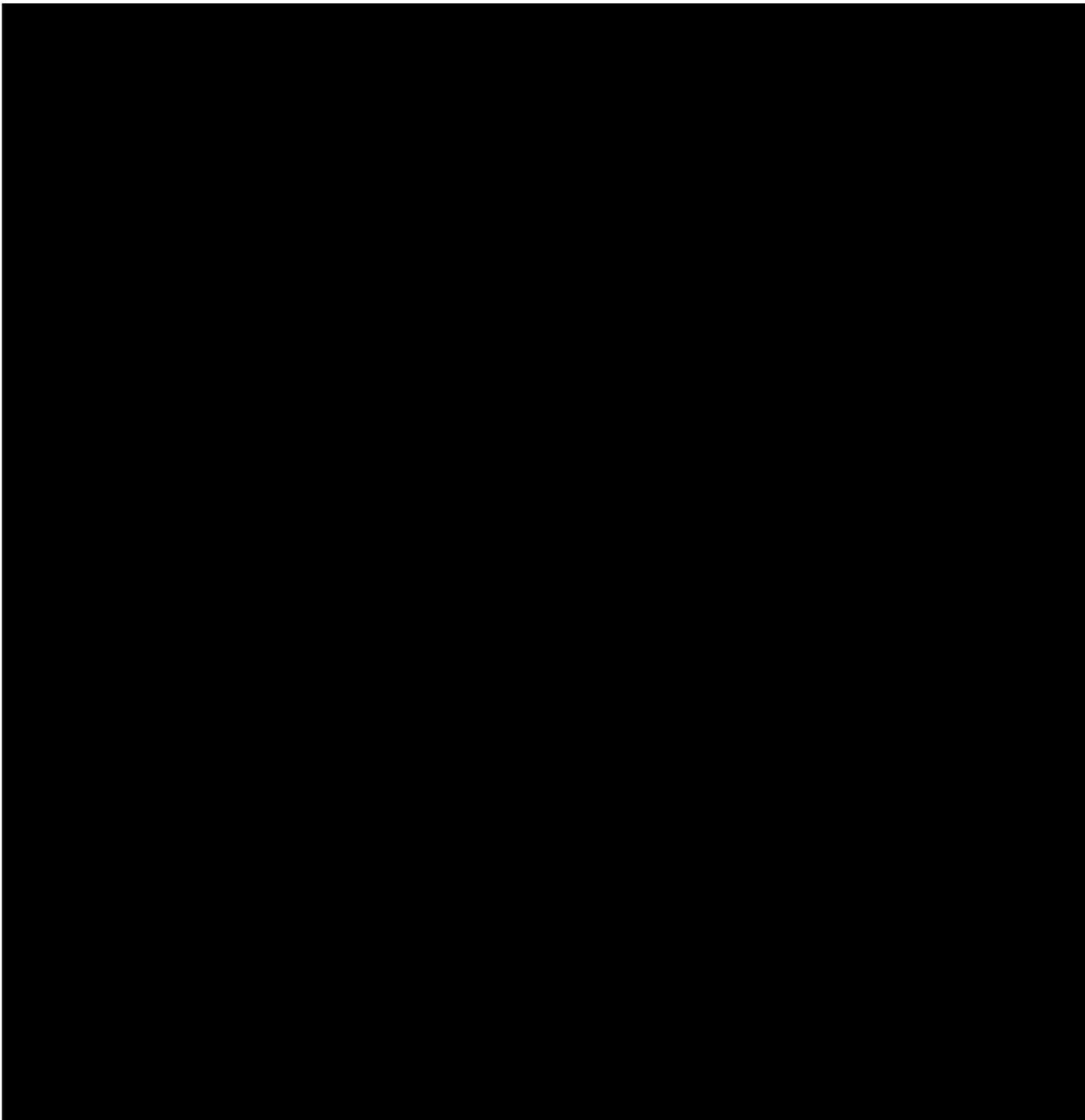
By: \_\_\_\_\_  
Name: Karen Kovel  
Title: Chief Operating Officer

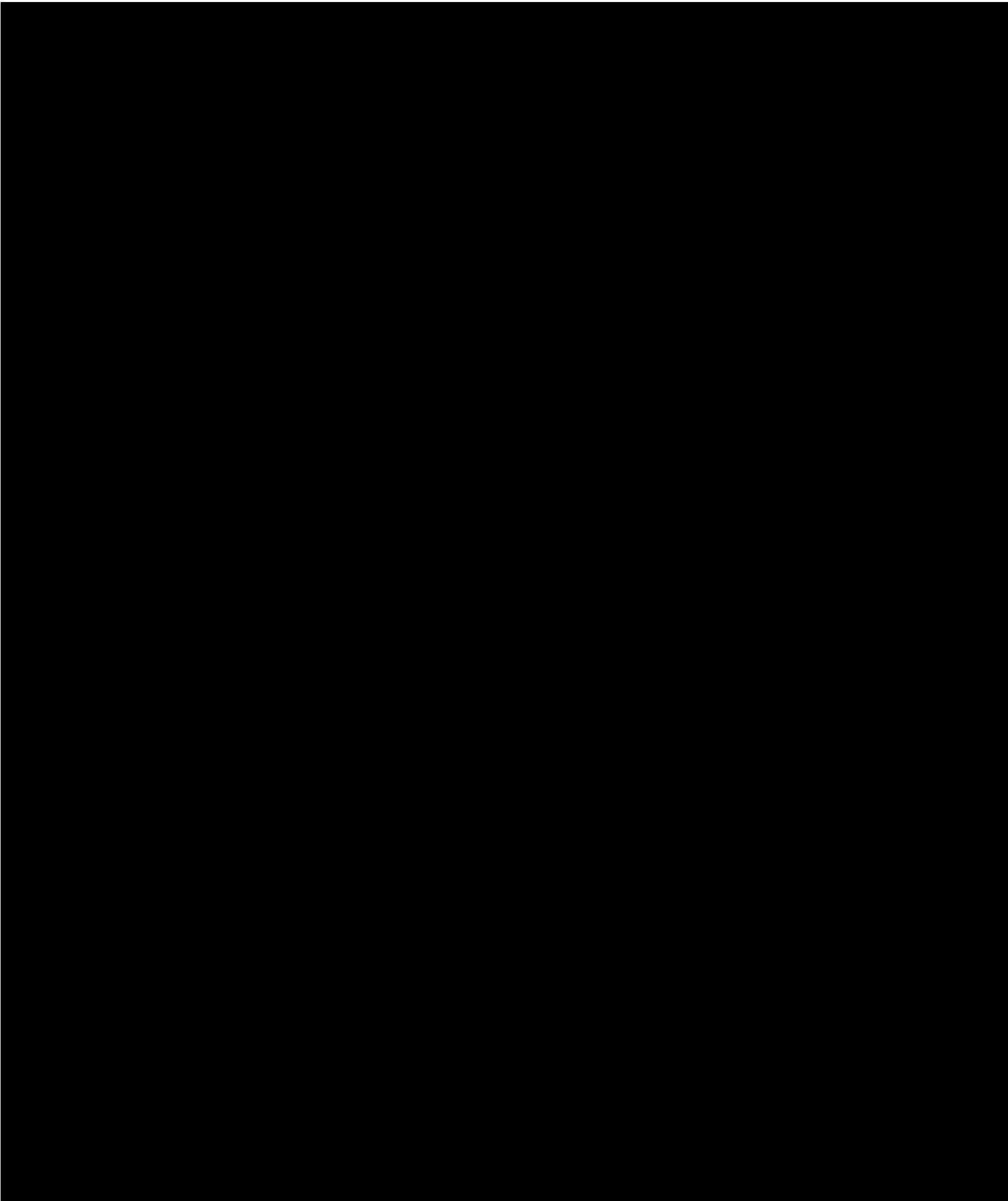
By:   
Name: Andrew C. Sherman  
Title: Chairman/CEO

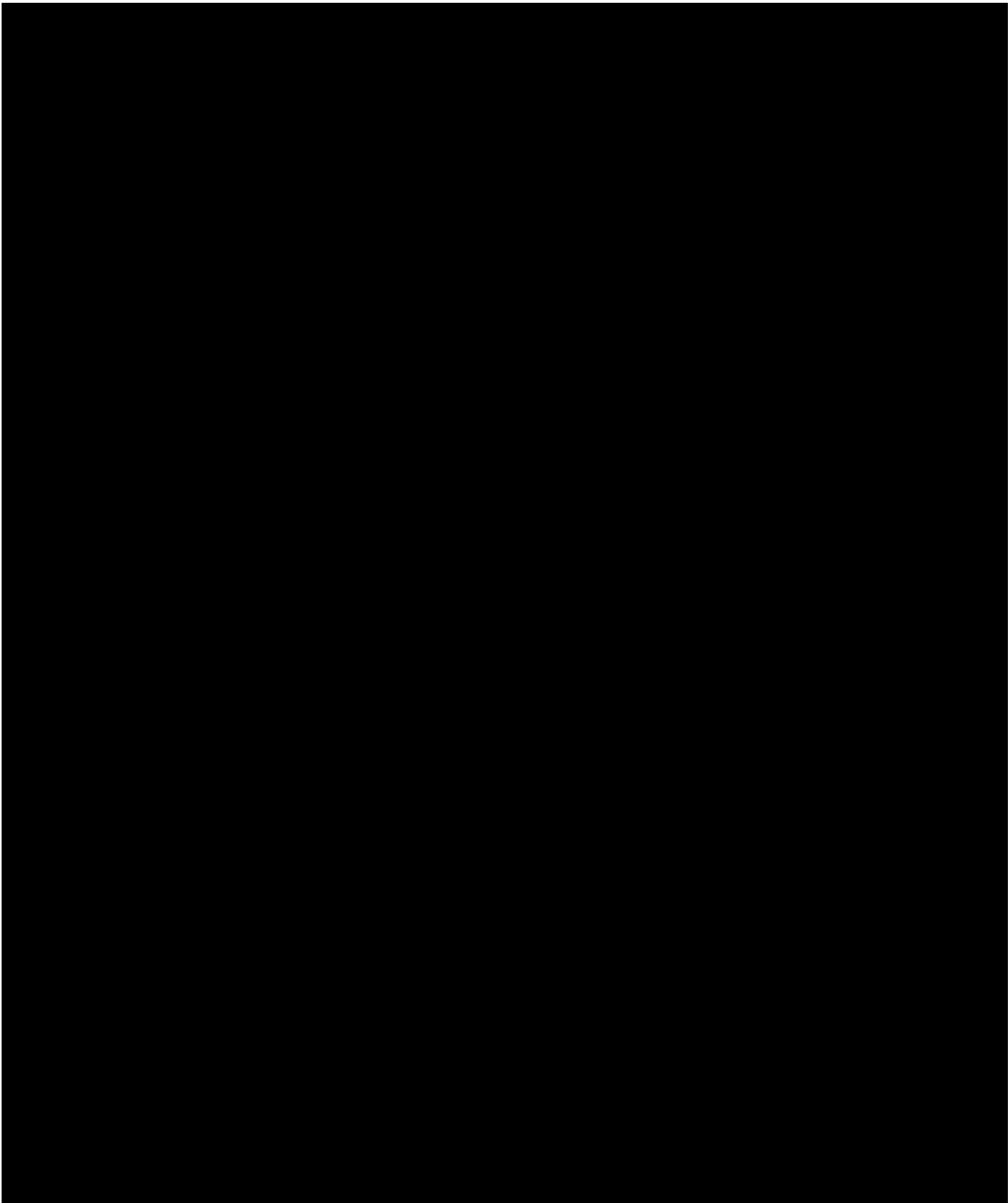
*Signature Page to Asset Purchase Agreement*



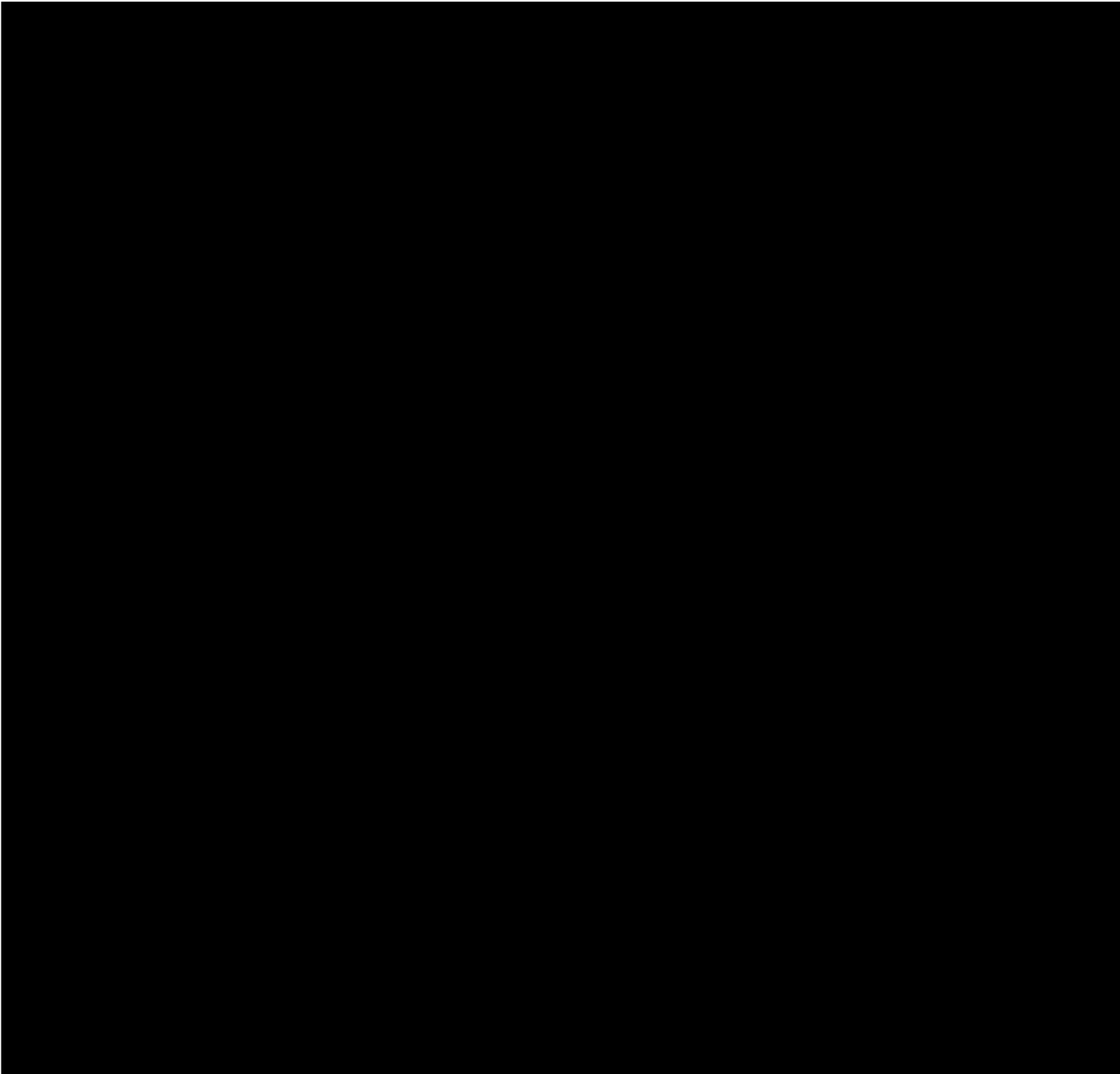


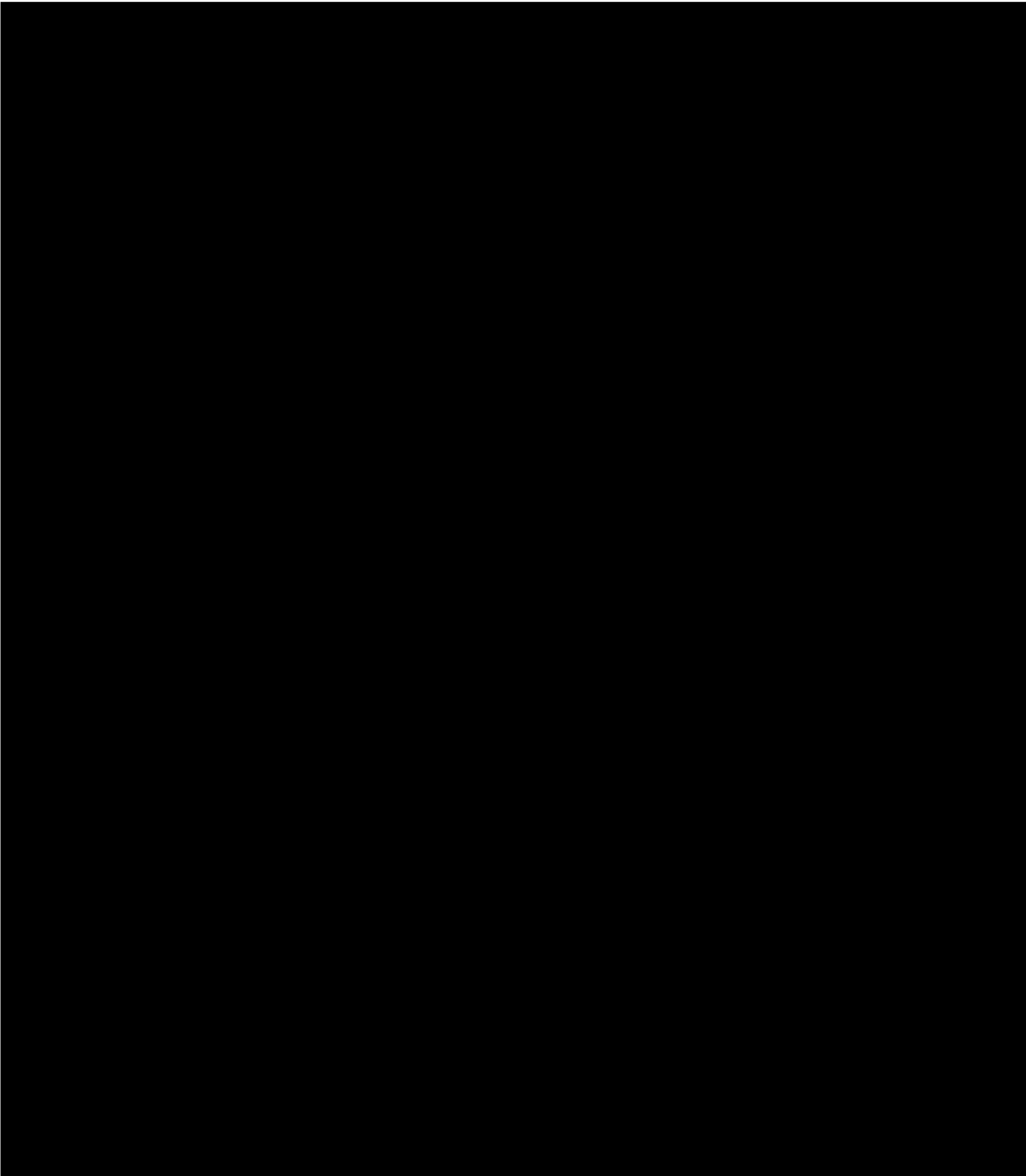












## Schedule 1.1 (h) Intellectual Property

### Books

*Kovels' Antiques & Collectibles Price Guide 55th Ed.*, (2022) (annually since 1968) Digital (since 1995 (27<sup>th</sup> edition)-present)

*Kovels' American Collectibles 1900-2000* (2007)

*Kovels' Advertising Collectibles Price List* (1986, 2005)

*Kovels' American Antiques 1750-1900* (2004) digital

*Kovels' Depression Glass & Dinnerware Price List* (6<sup>th</sup> – 8<sup>th</sup> edition 1998, 2001, 2004) Digital 1998, 2001

*Kovels' Yellow Pages: A Resource Guide for Collectors* (1999, 2003) included in directory

*Kovels' Bid, Buy and Sell Online* (2001) digital and updated

*Dictionary of Marks, Pottery and Porcelain* (1953), (rev. edit., 1995) digital

*Kovels' Dictionary of Marks, Pottery and Porcelain, 1650 to 1850* (1995) digital

*Kovels' Guide to Selling, Buying, and Fixing Your Antiques & Collectibles* (1995)

*Kovels' Quick Tips: 799 Helpful Hints on How to Care for your Collectibles* (1995)

*Kovels' Depression Glass & American Dinnerware Price List* (3<sup>rd</sup> – 5<sup>th</sup> editions 1988, 1991, 1995)

*Kovels' Know Your Antiques* (1967, 1978, 1981, updated 1990, 1993)

*Kovels' Know Your Collectibles* (1981, updated 1992)

*Kovels' Antiques & Collectibles Fix-It Source Book* (1990)

### **ARTICLE 9 KOVELS' GUIDE TO SELLING YOUR ANTIQUES & COLLECTIBLES (1987, 1990)**

*Kovels' American Silver Marks 1650 to the Present* (1989) digital

*Kovels' New Dictionary of Marks, Pottery and Porcelain, 1850-Present* (1985)

*Kovels' Illustrated Price Guide to Royal Doulton* (1980, 1984)

*Kovels' Collectors' Source Book* (1983)

*Kovels' Illustrated Price Guide to Depression and American Dinnerware* (1<sup>st</sup> and 2<sup>nd</sup> editions 1980, 1983)

*Kovels' Collector's Guide to Limited Editions* (1974)

*Kovels' Bottles Price List, 13th Edition* (2006)

*Directory of American Silver, Pewter and Silver Plate* (1958)

### Columns

*Kovels Antiques & Collecting*, weekly national newspaper column digital (1997 – present)

### Newsletters

*Kovels on Antiques and Collectibles*, print (1974- present)

*Kovels Komments*, Weekly eNewsletter, over 200,000 subscribers (2006 -present)

### Special reports

*Kovels' A Diary: How to Sell, Settle, and Profit from a Collector's Estate*

*Kovels' Buyers Guide to Modern Ceramics (Pottery & Porcelain)*

*Kovels' Buyers' Guide to 20th-Century Costume Jewelry Part 1*

*Kovels' Buyers' Guide to Costume Jewelry Part 2*

*Kovels' Collectors Guide to Handbags*

*Kovels' Fakes, Fantasies & Reproductions Booklets (1-24)*

*Kovels' Flea Market Strategies: How to Shop, Buy, and Bargain the 21st-Century Way*

*Kovels' Identification Guide to Contemporary American Pottery, 1960s to Present.*

### Trademarks

**U.S. Serial Number:** 76273045

**U.S. Registration Number:** 2578268

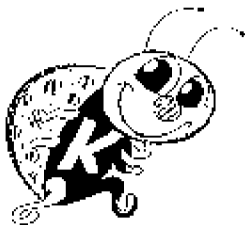
**U.S. Registration Date:** Jun 11, 2002

**Mark:** KOVELS

**Owner:** KOVELS' ANTIQUES, INC.

**U.S. Serial Number:** 85676201  
**U.S. Registration Number:** 4653280  
**U.S. Registration Date:** Dec 9, 2014  
**Mark:** ACCUVALUE  
**Owner:** Kovels' Antiques, Inc.

**Word Mark** K  
**Goods and Services** IC 016. US 107. G & S: newsletter directed toward antiques and collectibles. FIRST USE: 19920700. FIRST USE IN COMMERCE: 19920700  
**Mark Drawing Code** (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS  
**Design Search Code** 03.23.06 - Bees ; Bumblebees ; Hornets ; Wasps ; Yellowjackets  
03.23.24 - Stylized insects, spiders, and micro-organisms  
03.23.26 - Costumed insects, spiders, and micro-organisms, and those with human attributes  
**Serial Number** 74451266  
**Filing Date** October 22, 1993  
**Current Basis** 1A  
**Original Filing Basis** 1A  
**Published for Opposition** July 25, 1995  
**Registration Number** 1926968  
**Registration Date** October 17, 1995  
**Owner** (REGISTRANT) Antiques, Inc. CORPORATION OHIO 22200 Shaker Boulevard Shaker Heights OHIO 44122  
  
(LAST LISTED OWNER) KOVELS' ANTIQUES, INC. CORPORATION OHIO 22000 SHAKER BOULEVARD SHAKER HEIGHTS OHIO 44122  
**Assignment Recorded** ASSIGNMENT RECORDED  
**Attorney of Record** Sandra M. Koenig  
**Description of Mark** The lining shown in the drawing is a feature of the mark and is not intended to indicate color.  
**Type of Mark** TRADEMARK  
**Register** PRINCIPAL  
**Affidavit Text** SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20151015.  
**Renewal** 2ND RENEWAL 20151015  
**Live/Dead Indicator** LIVE



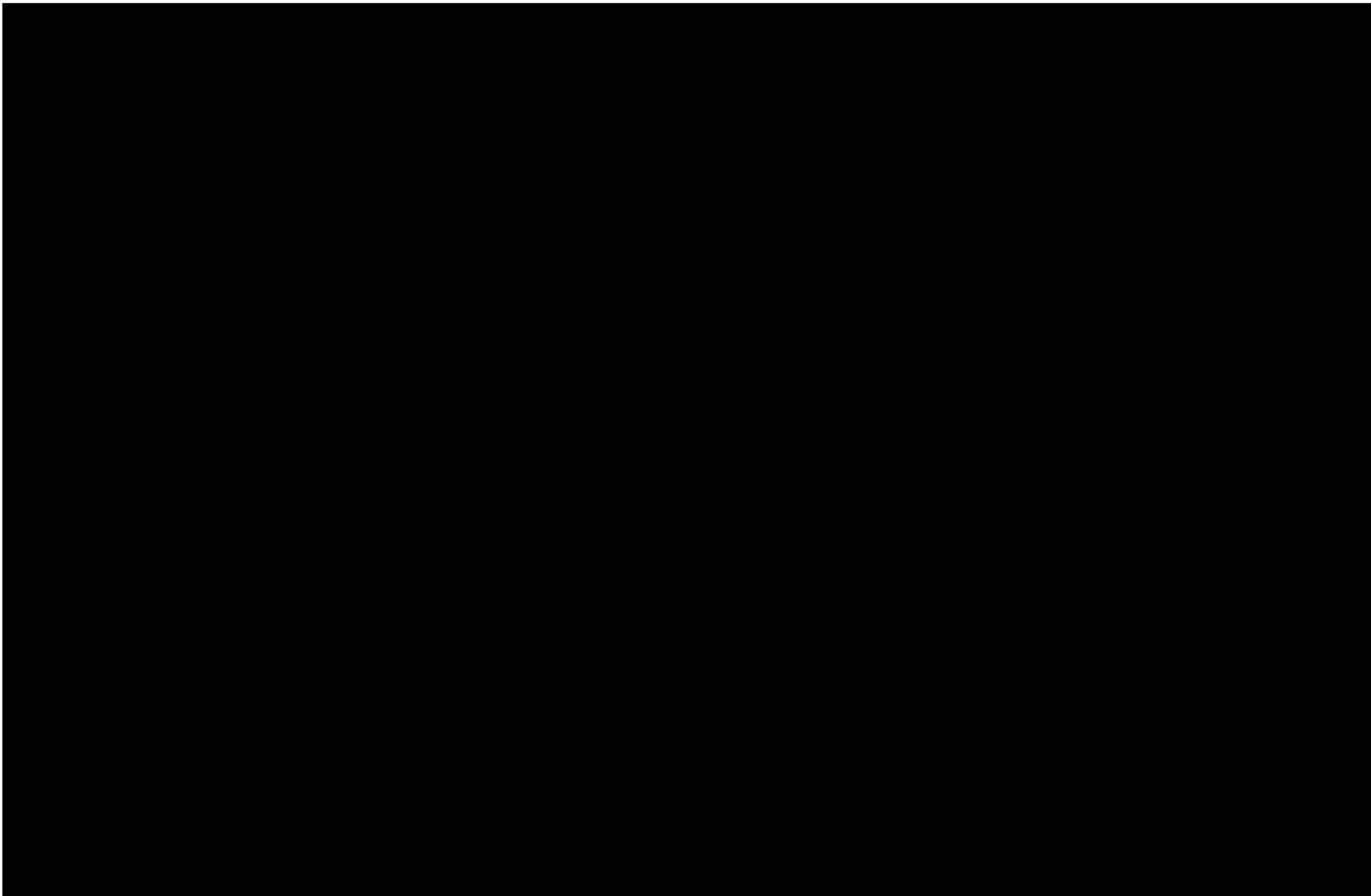
Logos

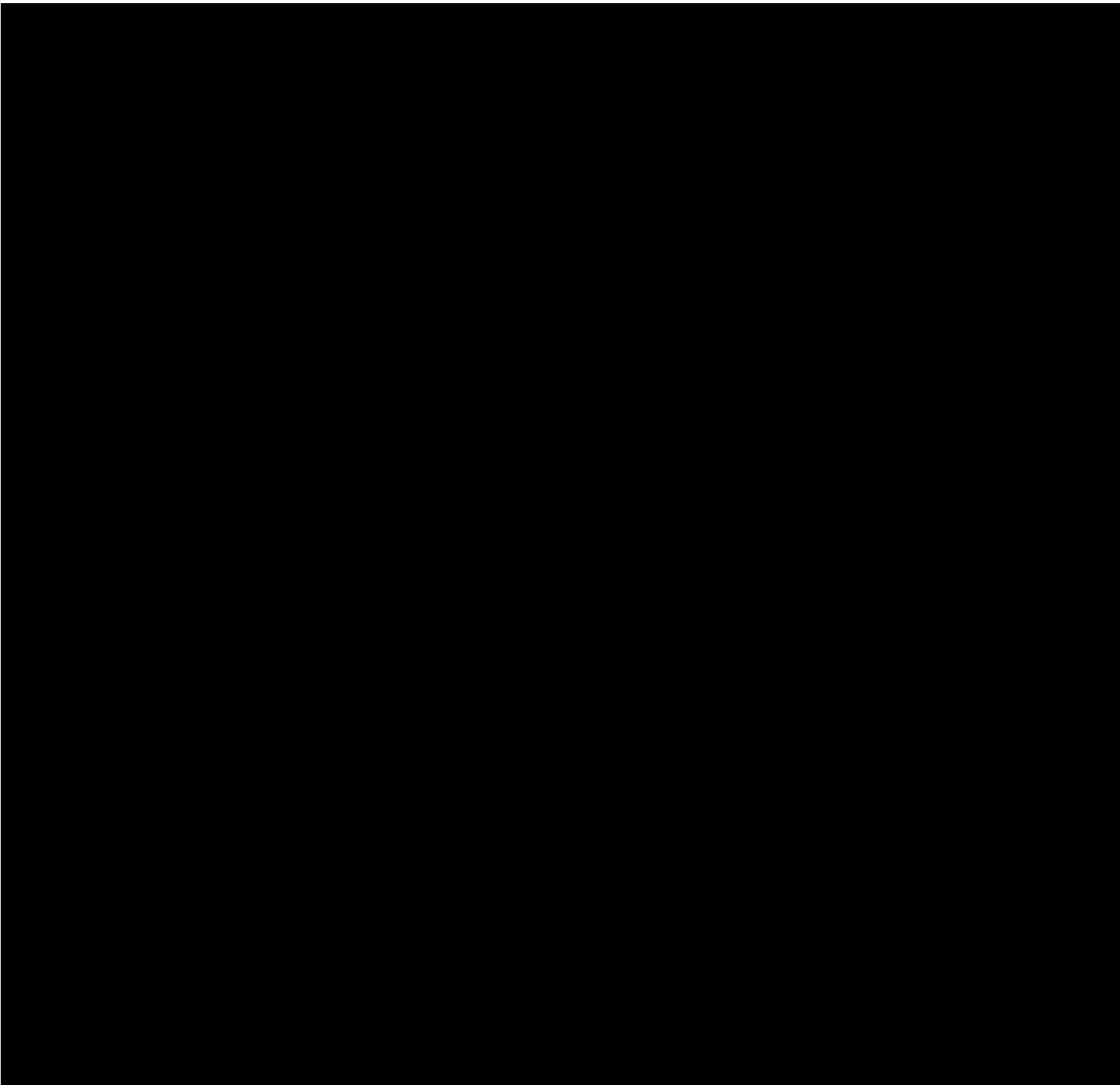
KOVELS®

KOVELS  
*Komments*

KOVELS® On Antiques  
& Collectibles

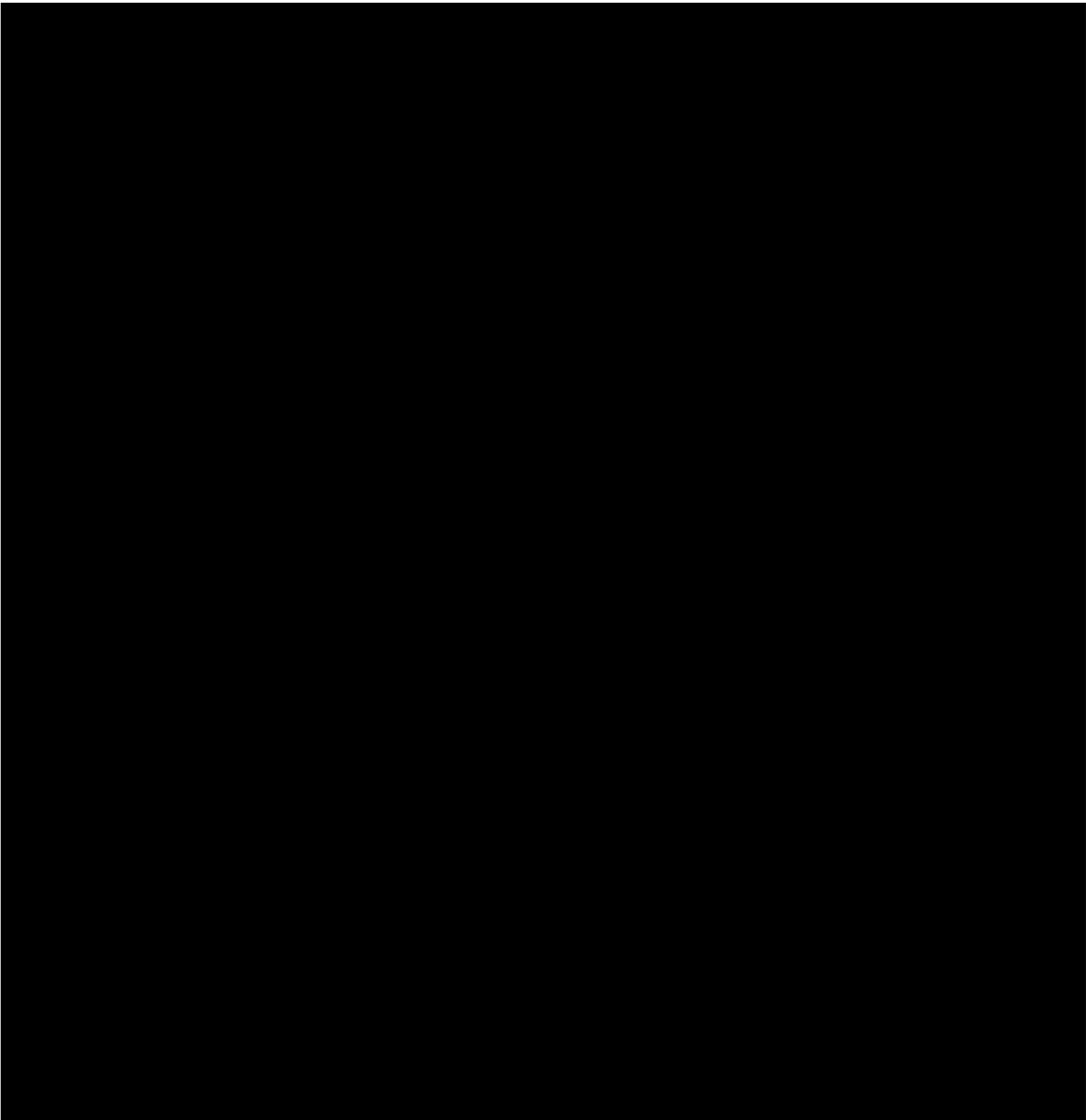


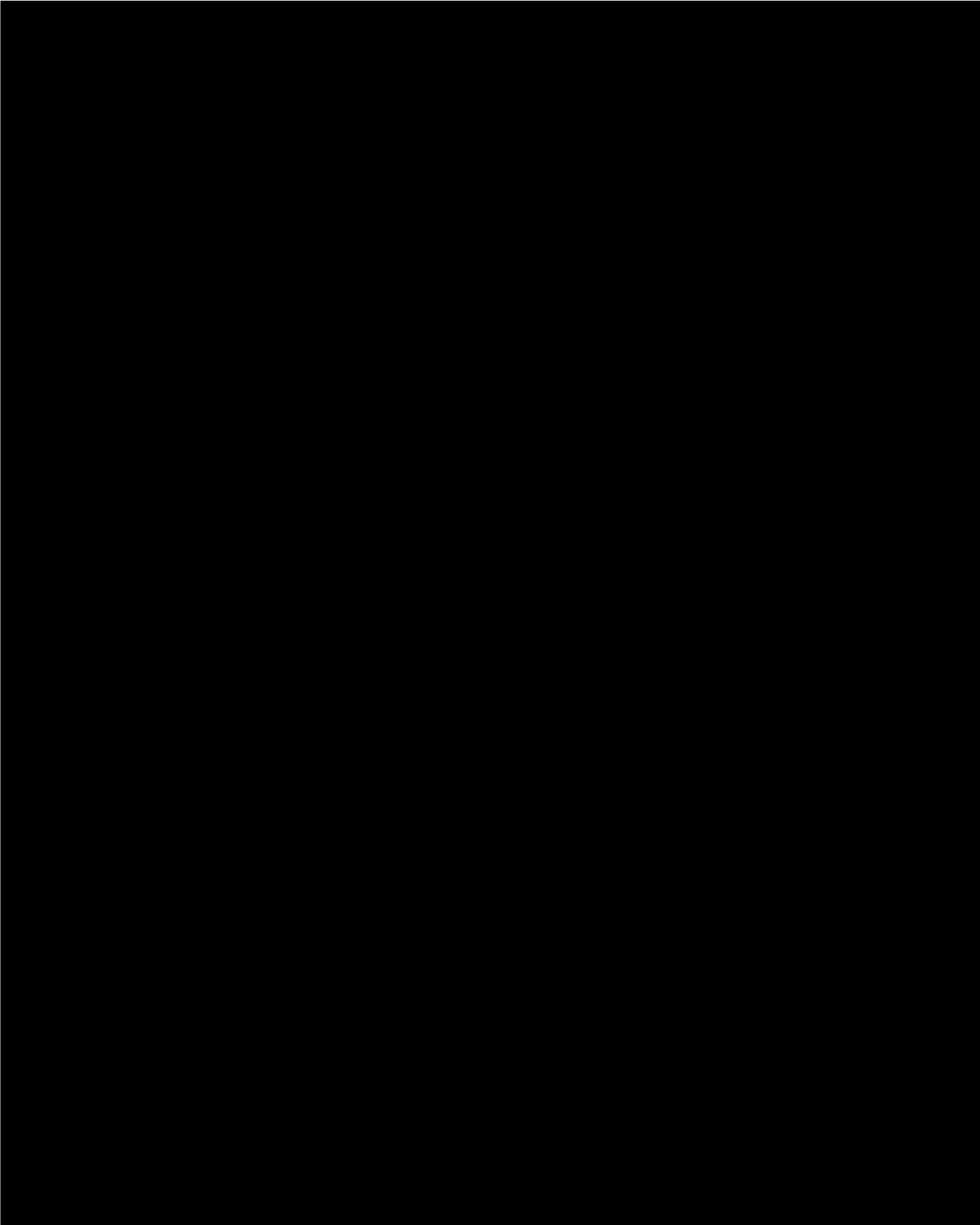












**TRADEMARK**  
**REEL: 008026 FRAME: 0530**



