

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Camden Media Inc.		04/10/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Another Little Whisk LLC		
Street Address:	c/o Pryor Cashman LLP		
Internal Address:	7 Times Square		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85552311	SAVEUR SELECTS	
Serial Number:	87044455	SAVEUR SELECTS	
Serial Number:	88537107	SAVEUR SELECTS	
Serial Number:	88679034	SAVEUR SELECTS	
Serial Number:	90200029	SAVEUR SELECTS ARTISAN SERIES	
Serial Number:	90200032	SAVEUR SELECTS VOYAGE SERIES	
Serial Number:	90979239	SAVEUR SELECTS VOYAGE SERIES	
CORRESPONDENCE DATA			
Fax Number:	2127986915		
<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:	212-326-0831		
Email:	tlee@pryorcashman.com		
Correspondent Name:	Teresa Lee		
Address Line 1:	7 Times Square		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Teresa Lee		
SIGNATURE:	/tlee/		

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DATE SIGNED:	05/04/2023
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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of April 10, 2023, by and among Another Little Whisk LLC, a New York limited liability company (the "Assignee"), Acton Media Inc., a Delaware corporation ("Acton" or the "Primary Seller") and Camden Media Inc., a Delaware corporation ("Camden" together with Acton, collectively, the "Assignors", each of which may be referred to singly as an "Assignor").

WHEREAS, Assignee and the Assignors have, contemporaneously herewith, entered into an Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee is acquiring substantially all of the Assignors' assets and properties relating to the Business. Capitalized terms used but not defined herein shall have the definitions given to them in the Purchase Agreement.

WHEREAS, Assignee and the Assignors have entered into this Assignment to further evidence and effect the transfer by the Assignors to Assignee of the Assigned Trademarks (as hereinafter defined).

WHEREAS, Assignee is the successor to the portion of the business to which the Assigned Trademarks pertain, and that business is ongoing and existing, pursuant to Section 10 of the Trademark Act, 15 U.S.C. § 1060; 37 C.F.R. § 3.16.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors do hereby sell, assign, transfer, and set over to Assignee, free and clear of all Encumbrances (it being understood and acknowledged that the lien releases described in Section 1.4(b)(iii) of the Purchase Agreement will be effective as of the Closing and any filings with the Patent and Trademark Office will be recorded promptly after Closing), (a) all of Assignors' right, title and interest in, to and under the Assigned Trademarks together with the goodwill of the ongoing and existing business of Assignors to which the Assigned Trademarks pertain and the goodwill associated with the Assigned Trademarks and symbolized thereby, effective as of the date hereof; and (b) all other rights accruing thereunder or pertaining thereto in any jurisdiction throughout the world for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignors if this Assignment had not been made together with all income, royalties, damages or payments due or payable as of the Closing Date or thereafter in respect of any of the foregoing, in each case, effective as of the date hereof, including, without limitation, all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, misappropriation, dilution, conflict with or other violation of any of the foregoing, of the registered trademarks and trademark applications identified on Schedule A attached hereto (collectively, the "Assigned Trademarks"). Together with Assignors' right, title and interest in and to each of the Assigned Trademarks, Assignee shall have the right to sue for and collect such damages caused by any such infringement which may have occurred at any time in the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Assigned Trademarks.
2. Authorization and Recordation. The Assignors hereby authorize and request the Commissioner for Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks. Assignee and the Assignors hereby acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignee and the Assignors with respect to the Assigned Trademarks.
3. Power of Attorney. Effective as of the date hereof, Assignor hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney, with full power of substitution, in Assignor's name and stead, but on behalf and for the benefit of Assignee but only for the limited purpose to demand and receive

any of the assets being assigned hereby, and to give receipts and releases therefor, and from time to time to take any and all actions in Assignor's name, for the benefit of Assignee for the collection and/or reduction to possession of such assets. Such powers of attorney are coupled with interest and irrevocable by Assignor.

4. Subject to Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein, and nothing contained in this Assignment shall supersede the Purchase Agreement or any provision contained therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Miscellaneous.

(a) Amendments; Entire Agreement. No amendment to this Assignment will be effective unless the amendment is in writing and signed by Assignor and Assignee. Subject to Section 4 of this Assignment, each party intends that (i) this Assignment and the Purchase Agreement contain the complete, final and exclusive expression of the agreement among the parties concerning the subject matter of this Assignment, and (ii) this Assignment and the Purchase Agreement supersede all prior agreements and understandings, verbal or written, concerning the subject matter of this Assignment.

(b) Counterparts. Each party intends that the parties may sign counterpart signature pages to this Assignment, and all of the counterparts, when attached to this Assignment, will be effective as though the parties signed the same signature page. Each party intends that if a party signs a signature page to this Assignment and delivers a copy of the manually signed signature page to the other party (whether delivered by (i) electronic mail, including as an electronic mail attachment in PDF, JPEG, BMP, TIFF or other similar file format, or (ii) other delivery method), then the copy will be treated as an original for all purposes, regardless of the method of delivery.

(c) Governing Law. This Assignment shall be construed and governed in accordance with the laws of the State of Delaware, without giving effect to any law that would cause the laws of any jurisdiction other than the State of Delaware to be applied.

[Signature page follows]

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Trademark Assignment to be executed by their duly authorized representatives as of the Closing Date.

ASSIGNEE:

Another Little Whisk LLC

DocuSigned by:
By: Katherine Craddock
Name: Katherine Craddock
Title: EIC/CEO

ASSIGNORS:

Acton Media Inc.

DocuSigned by:
By: Alex Vargas
Name: Alexander Vargas
Title: Chief Executive Officer

Camden Media Inc.

DocuSigned by:
By: Alex Vargas
Name: Alexander Vargas
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

Trademark	Country	Application No	Application Date	Registration No	Registration Date	Owner
Saveur Selects	USA	85552311	02/24/2012	4983382	06/21/2016	Camden Media Inc.
Saveur Selects	USA	87044455	05/20/2016	5272350	08/22/2017	Camden Media Inc.
Saveur Selects	USA	88537107	07/25/2019	6278635	02/23/2021	Camden Media Inc.
Saveur Selects	USA	88679034	11/04/2019	6420778	07/13/2021	Camden Media Inc.
Saveur Selects Artisan Series	USA	90200029	09/22/2020	Pending	N/A	Camden Media Inc.
Saveur Selects Voyage Series	USA	90200032	09/22/2020	Pending	N/A	Camden Media Inc.
Saveur Selects Voyage Series	USA	90979239	09/22/2020	Pending	N/A	Camden Media Inc.

* The chain of title is in the process of being updated by the Sellers.