TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM835597

SUBMISSION TYPE: NE	EW ASSIGNMENT
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NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G 3-II, L.P.		08/24/2023	Limited Partnership: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Scranton Times L.P.
Street Address:	149 Penn Avenue
City:	Scranton
State/Country:	PENNSYLVANIA
Postal Code:	18503
Entity Type:	Limited Partnership: PENNSYLVANIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3076434	GREAT NORTHEAST JOB FAIR
Registration Number:	3065673	THE TIMES-TRIBUNE
Registration Number:	4902708	GREATER PITTSTON PROGRESS
Registration Number:	3381339	STANDARD-SPEAKER

CORRESPONDENCE DATA

Fax Number:

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.

Email: trademarks@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: 2929 Arch Street, Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	306265
NAME OF SUBMITTER:	Hilary Smoot
SIGNATURE:	/Hilary Smoot/
DATE SIGNED:	08/30/2023

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "<u>Assignment</u>") is made and entered into as of August 24, 2023 (the "<u>Effective Date</u>") by and among G 3-II, L.P., a limited partnership organized under the laws of the State of Pennsylvania (the "<u>Assignor</u>"), and Scranton Times L.P., a limited partnership organized under the laws of the State of Pennsylvania (the "<u>Assignee</u>").

WITNESSETH

WHEREAS, it has been decided by the Assignor that as of the Effective Date the trademarks and corresponding registrations set forth in <u>Schedule A</u> hereto (collectively, the "<u>Assigned Intellectual Property</u>") will be assigned to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

- 1. Assignment. The Assignor hereby forever sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby accepts from Assignor, all of the Assignor's right, title and interest in, to and under the Assigned Intellectual Property, together with all Intellectual Property Rights associated with any Assigned Intellectual Property. "Intellectual Property Rights" means all intellectual and industrial property rights and other similar proprietary rights, in any jurisdiction throughout the world, whether registered or unregistered, including all rights pertaining to or deriving from: (i) trademarks, trade names, service marks, certification marks, service names, brands, trade dress and logos, applications therefor, and the goodwill associated therewith; (ii) all rights to sue for past, present and future infringement, misappropriation or other violations of any of the foregoing; (iii) all documentation or other tangible embodiments that comprise, embody, disclose or describe any of the foregoing, including engineering drawings, technical documentation, databases, spreadsheets, business records, inventors' notebooks, invention disclosures, digital files, software code embodied in media or firmware; (iv) files related to the prosecution or enforcement of any of the foregoing, including such trademark prosecution or enforcement files in the custody of Assignor's outside legal counsel, and all attorney client privileges and work product immunities associated with such files and such prosecution and enforcement activities.
- 2. <u>Recordation and Further Assurances</u>. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment upon request by Assignee.
- 3. <u>Assignor's Acknowledgement of Assignee's Ownership.</u> Assignor and Assignee acknowledge and agree that as of the Effective Date all Assigned Intellectual Property is owned solely and exclusively by Assignee. Assignor acknowledges and agrees that Assignee is and shall remain the sole and exclusive owner of all Assigned Intellectual Property and that Assignee shall have the sole and exclusive right to obtain, maintain, hold, register and enforce such Assigned Intellectual Property.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

- 5. <u>No Third Party Beneficiaries</u>. This Assignment is not intended to, nor shall it, create any rights in or confer any benefits upon any person other than the parties to this Assignment.
- 6. <u>Severability</u>. If any provision of this Assignment is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Assignment will remain in full force and effect. Any provision of this Assignment held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 7. <u>Governing Law</u>. This Assignment shall be construed in accordance with and governed by the laws of the State of Pennsylvania without regard to the conflicts of law principles of such state.
- 8. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which, including those received via facsimile transmission or email, shall be deemed an original, and all of which shall constitute one and the same agreement.

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2

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

G 3-II, L.P

Title:

ASSIGNEE:

SCRANTON TIMES L.P.

SCHEDULE A

The following trademark registrations and all rights and goodwill associated therewith:

Trademark	Jurisdiction	Registration No.	Registration Date
GREAT NORTHEAST JOB FAIR	U.S.A.	3076434	04-APR-2006
THE TIMES-TRIBUNE	U.S.A.	3065673	07-MAR-2006
GREATER PITTSTON PROGRESS	U.S.A.	4902708	16-FEB-2016
STANDARD-SPEAKER	U.S.A.	3381339	12-FEB-2008

RECORDED: 08/30/2023