

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM836745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phil's Fonts, Inc.		11/30/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	The Type Founders, LLC		
Street Address:	231 Hopewell Amwell Road		
Internal Address:	PO Box 568		
City:	Hopewell		
State/Country:	NEW JERSEY		
Postal Code:	08525		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3260382	FREIGHT	
CORRESPONDENCE DATA			
Fax Number:	6126046800		
<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:	6126046689		
Email:	tsitzmann@winthrop.com		
Correspondent Name:	Timothy D. Sitzmann		
Address Line 1:	225 South Sixth Street		
Address Line 2:	Capella Tower Suite 3500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	24850.5		
NAME OF SUBMITTER:	Timothy D. Sitzmann		
SIGNATURE:	/tds/		
DATE SIGNED:	09/04/2023		
Total Attachments: 9			
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EXHIBIT B

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Trademark Assignment"), dated as of November 30, 2021, is made by Phil's Font's, Inc., a Maryland corporation ("Seller"), in favor of The Type Founders LLC, a Delaware limited liability company ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of November 30, 2021 (the "Purchase Agreement"). All capitalized terms used but not defined herein shall have the meaning attributed to them in the Purchase Agreement.

WHEREAS, Seller is the owner of the trademarks set forth on Schedule A to the Purchase Agreement, together with the goodwill of the business associated therewith (collectively referred to as the "Marks");

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to transfer all right, title, and interest in and to the Marks to Buyer;

WHEREAS, in connection with the Purchase Agreement, Seller has agreed to transfer the Acquired Assets, to which the Marks relate; and

WHEREAS, the parties wish herein to memorialize said assignment, transfer, and sale of Seller's right, title, and interest in and to the Marks to Buyer.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Subject to Section 5.7 of the Purchase Agreement, Seller hereby sells, assigns, transfers, and conveys to Buyer, its successors and assigns, all right, title, and interest, in and to the Marks, together with the goodwill of the business symbolized by them throughout the world, and all registrations and pending applications therefor, if any, any renewals of the registrations, in all countries throughout the world, for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. Seller agrees, at Buyer's sole cost and expense, to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney, or other documentation) and to do such other acts as may be necessary or reasonably requested by Buyer to vest full title in and to the Marks in Buyer or which may be necessary to obtain, renew, issue or enforce the Marks, in

each case also at the sole cost and expense of Buyer. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of the parties.

3. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify, or expand any provision of the Purchase Agreement. In the event of any conflict, inconsistency, or ambiguity between this Trademark Assignment and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to the parties. Delivery of an executed counterpart of a signature page to this Trademark Assignment by electronic transmission (including email or facsimile) shall be as effective as delivery of a manually executed counterpart of this Trademark Assignment.

5. This Trademark Assignment shall be governed by and construed in accordance with the internal laws (without regard to the conflicts of law provisions) of the State of Delaware.

6. No waiver, modification, or change of any of the provisions of this Trademark Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

[Signature page follows]

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

Phil's Fonts, Inc.

DocuSigned by:
By: Ralph Smith
Name: Ralph Smith
Title: President
Address for Notices:

Ralph Smith
Phil's Fonts, Inc.
P.O. Box 247
Sandy Spring, Maryland 20860
ralph@philfonts.com

With a copy to:

Geoffrey Hervey
Bregman, Berbert, Schwartz & Gilday, LLC
7315 Wisconsin Avenue, Suite 800 West
Bethesda, Maryland 20814
ghervey@bregmanlaw.com

AGREED TO AND ACCEPTED:

The Type Founders LLC

DocuSigned by:
By: Paley Drier
Name: Paley Drier
Title: CO-CEO and President
Address for Notices:
9 S Greenwood #568 Hopewell NJ 08525

SCHEDULE A

ACQUIRED ASSETS

Published Fonts

Freight Big Pro Light
Freight Big Pro Light Italic
Freight Big Pro Book
Freight Big Pro Book Italic
Freight Big Pro Medium
Freight Big Pro Medium Italic
Freight Big Pro SemiBold
Freight Big Pro SemiBold Italic
Freight Big Pro Bold
Freight Big Pro Bold Italic
Freight Big Pro Black
Freight Big Pro Black Italic

Freight Big Compressed Pro Light
Freight Big Compressed Pro Light Italic
Freight Big Compressed Pro Book
Freight Big Compressed Pro Book Italic
Freight Big Compressed Pro Medium
Freight Big Compressed Pro Medium Italic
Freight Big Compressed Pro SemiBold
Freight Big Compressed Pro SemiBold Italic
Freight Big Compressed Pro Bold
Freight Big Compressed Pro Bold Italic
Freight Big Compressed Pro Black
Freight Big Compressed Pro Black Italic

Freight Display Pro Light
Freight Display Pro Light Italic
Freight Display Pro Book
Freight Display Pro Book Italic
Freight Display Pro Medium
Freight Display Pro Medium Italic
Freight Display Pro SemiBold
Freight Display Pro SemiBold Italic
Freight Display Pro Bold
Freight Display Pro Bold Italic
Freight Display Pro Black
Freight Display Pro Black Italic

Freight Display Compressed Pro Light
Freight Display Compressed Pro Light Italic
Freight Display Compressed Pro Book
Freight Display Compressed Pro Book Italic
Freight Display Compressed Pro Medium
Freight Display Compressed Pro Medium Italic
Freight Display Compressed Pro SemiBold
Freight Display Compressed Pro SemiBold Italic
Freight Display Compressed Pro Bold
Freight Display Compressed Pro Bold Italic
Freight Display Compressed Pro Black
Freight Display Compressed Pro Black Italic

Freight Macro Pro Light
Freight Macro Pro Light Italic
Freight Macro Pro Book
Freight Macro Pro Book Italic
Freight Macro Pro Medium
Freight Macro Pro Medium Italic
Freight Macro Pro SemiBold
Freight Macro Pro SemiBold Italic
Freight Macro Pro Bold
Freight Macro Pro Bold Italic
Freight Macro Pro Black
Freight Macro Pro Black Italic

Freight Micro Pro Light
Freight Micro Pro Light Italic
Freight Micro Pro Book
Freight Micro Pro Book Italic
Freight Micro Pro Medium
Freight Micro Pro Medium Italic
Freight Micro Pro SemiBold
Freight Micro Pro SemiBold Italic
Freight Micro Pro Bold
Freight Micro Pro Bold Italic
Freight Micro Pro Black
Freight Micro Pro Black Italic

Freight Neo Condensed Pro Light
Freight Neo Condensed Pro Light Italic
Freight Neo Condensed Pro Book
Freight Neo Condensed Pro Book Italic
Freight Neo Condensed Pro Medium
Freight Neo Condensed Pro Medium Italic
Freight Neo Condensed Pro SemiBold

Freight Neo Condensed Pro SemiBold Italic
Freight Neo Condensed Pro Bold
Freight Neo Condensed Pro Bold Italic
Freight Neo Condensed Pro Black
Freight Neo Condensed Pro Black Italic

Freight Neo Pro Light
Freight Neo Pro Light Italic
Freight Neo Pro Book
Freight Neo Pro Book Italic
Freight Neo Pro Medium
Freight Neo Pro Medium Italic
Freight Neo Pro SemiBold
Freight Neo Pro SemiBold Italic
Freight Neo Pro Bold
Freight Neo Pro Bold Italic
Freight Neo Pro Black
Freight Neo Pro Black Italic

Freight Round Pro Light
Freight Round Pro Light Italic
Freight Round Pro Book
Freight Round Pro Book Italic
Freight Round Pro Medium
Freight Round Pro Medium Italic
Freight Round Pro SemiBold
Freight Round Pro SemiBold Italic
Freight Round Pro Bold
Freight Round Pro Bold Italic
Freight Round Pro Black
Freight Round Pro Black Italic

Freight Sans Pro Light
Freight Sans Pro Light Italic
Freight Sans Pro Book
Freight Sans Pro Book Italic
Freight Sans Pro Medium
Freight Sans Pro Medium Italic
Freight Sans Pro SemiBold
Freight Sans Pro SemiBold Italic
Freight Sans Pro Bold
Freight Sans Pro Bold Italic
Freight Sans Pro Black
Freight Sans Pro Black Italic

Freight Sans LF Pro Light
Freight Sans LF Pro Light Italic

Freight Sans LF Pro Book
Freight Sans LF Pro Book Italic
Freight Sans LF Pro Medium
Freight Sans LF Pro Medium Italic
Freight Sans LF Pro SemiBold
Freight Sans LF Pro SemiBold Italic
Freight Sans LF Pro Bold
Freight Sans LF Pro Bold Italic
Freight Sans LF Pro Black
Freight Sans LF Pro Black Italic

Freight Sans H Compressed Pro Hairline
Freight Sans H Compressed Pro Hairline Italic
Freight Sans H Compressed Pro Thin
Freight Sans H Compressed Pro Thin Italic
Freight Sans H Compressed Pro Extra Light
Freight Sans H Compressed Pro Extra Light Italic
Freight Sans H Condensed Pro Hairline
Freight Sans H Condensed Pro Hairline Italic
Freight Sans H Condensed Pro Thin
Freight Sans H Condensed Pro Thin Italic
Freight Sans H Condensed Pro Extra Light
Freight Sans H Condensed Pro Extra Light Italic
Freight Sans H Pro Hairline
Freight Sans H Pro Hairline Italic
Freight Sans H Pro Thin
Freight Sans H Pro Thin Italic
Freight Sans H Pro Extra Light
Freight Sans H Pro Extra Light Italic
Freight Sans U Compressed Pro Ultra Black
Freight Sans U Compressed Pro Ultra Black Italic
Freight Sans U Condensed Pro Ultra Black
Freight Sans U Condensed Pro Ultra Black Italic
Freight Sans U Pro Ultra Black
Freight Sans U Pro Ultra Black Italic
Freight Big Pro Light
Freight Big Pro Light Italic
Freight Big Pro Book
Freight Big Pro Book Italic
Freight Big Pro Medium
Freight Big Pro Medium Italic
Freight Big Pro SemiBold
Freight Big Pro SemiBold Italic
Freight Big Pro Bold
Freight Big Pro Bold Italic
Freight Big Pro Black

Freight Big Pro Black Italic

Freight Big Compressed Pro Light
Freight Big Compressed Pro Light Italic
Freight Big Compressed Pro Book
Freight Big Compressed Pro Book Italic
Freight Big Compressed Pro Medium
Freight Big Compressed Pro Medium Italic
Freight Big Compressed Pro SemiBold
Freight Big Compressed Pro SemiBold Italic
Freight Big Compressed Pro Bold
Freight Big Compressed Pro Bold Italic
Freight Big Compressed Pro Black
Freight Big Compressed Pro Black Italic

Freight Display Pro Light
Freight Display Pro Light Italic
Freight Display Pro Book
Freight Display Pro Book Italic
Freight Display Pro Medium
Freight Display Pro Medium Italic
Freight Display Pro SemiBold
Freight Display Pro SemiBold Italic
Freight Display Pro Bold
Freight Display Pro Bold Italic
Freight Display Pro Black
Freight Display Pro Black Italic

Freight Display Compressed Pro Light
Freight Display Compressed Pro Light Italic
Freight Display Compressed Pro Book
Freight Display Compressed Pro Book Italic
Freight Display Compressed Pro Medium
Freight Display Compressed Pro Medium Italic
Freight Display Compressed Pro SemiBold
Freight Display Compressed Pro SemiBold Italic
Freight Display Compressed Pro Bold
Freight Display Compressed Pro Bold Italic
Freight Display Compressed Pro Black
Freight Display Compressed Pro Black Italic

Freight Macro Pro Light
Freight Macro Pro Light Italic
Freight Macro Pro Book
Freight Macro Pro Book Italic
Freight Macro Pro Medium

Freight Macro Pro Medium Italic
Freight Macro Pro SemiBold
Freight Macro Pro SemiBold Italic
Freight Macro Pro Bold
Freight Macro Pro Bold Italic
Freight Macro Pro Black
Freight Macro Pro Black Italic

Miscellaneous

All expansion data for the published and unpublished typefaces listed above (including new styles, new postures, language expansions, new formats, etc.)

All state, federal, and international trademark rights and all commercial rights in and to the FREIGHT mark and all related marks