TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM858630

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			
SEQUENCE:	1			

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Taunton Press, Inc.		11/30/2023	Corporation:

RECEIVING PARTY DATA

Name:	B&W Communications, LLC		
Street Address:	6936 Baseline Road		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80303		
Entity Type:	Limited Liability Company: COLORADO		

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark			
Registration Number:	2632710	BUILD LIKE A PRO			
Registration Number:	3937378	CODE CHECK			
Registration Number:	3533835	CRAFTSTYLISH			
Registration Number:	2868023	DO IT NOW DO IT FAST DO IT RIGHT			
Registration Number:	1839381	FINE GARDENING			
Registration Number:	1647425	FINE GARDENING			
Registration Number:	1500503	FINE HOMEBUILDING			
Registration Number:	1231073	FINE WOODWORKING			
Registration Number:	1231878	FINE WOODWORKING			
Registration Number:	2302250	FOR PROS/BY PROS			
Registration Number:	3641424	GREENBUILDINGADVISOR.COM			
Registration Number:	2642041	INSPIRATION FOR HANDS-ON LIVING			
Registration Number:	5510996	KEEP CRAFT ALIVE			
Registration Number:	4795114	SEWSTYLISH			
Registration Number:	4938744	SHOP TALK LIVE			
Registration Number:	3071680	TAUNTON'S GETTING STARTED IN WOODWORKING			
Registration Number:	1646820	THREADS			
Registration Number:	2756282	TP			

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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.

Phone: 5152464546

Email: trademark@dickinsonlaw.com

Correspondent Name: Amy Plummer

Address Line 1: 699 Walnut St Ste 1600
Address Line 4: Des Moines, IOWA 50309

NAME OF SUBMITTER: Amy Plummer

SIGNATURE: /Amy Plummer/

DATE SIGNED: 12/05/2023

Total Attachments: 4

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated November 30, 2023, is made by TAUNTON, INC., a Connecticut corporation, THE TAUNTON PRESS, INC., a Connecticut corporation, TAUNTON DIRECT, INC., a Connecticut corporation, TAUNTON TRADE CO., INC., a Connecticut corporation, and TAUNTON INTERACTIVE, INC., a Connecticut corporation (each a "Seller" and, collectively "Sellers"), in favor of B&W COMMUNICATIONS, LLC, a Colorado limited liability company ("Buyer"), the purchaser of substantially all of the assets of Sellers' publication business, pursuant to an Asset Purchase Agreement between Buyer and Sellers, dated as of November 30, 2023 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have 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. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to Buyer, and Buyer hereby accepts, all of Sellers' right, title, and interest in and to the following (the "Assigned IP"):
- (a) the trademark registrations set forth on Schedule 1 attached hereto 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, as such term is defined in the Asset Purchase Agreement;
- (c) all rights of any kind whatsoever of Sellers 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. <u>Recordation and Further Actions</u>. Sellers hereby authorize 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, Sellers shall take such steps and actions, and provide such cooperation

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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.

- 1. 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 Sellers 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.
- 2. <u>Counterparts</u>. 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.
- 3. <u>Successors and Assigns</u>. 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, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

SELLERS:	Taunton Trade Co., Inc.
Taunton, Inc. By: Ludra Roman Name: Andrea Roman Title: President	By: Renee Jordan Name: Renee Jordan Title: President
The Taunton Press, Inc. By: King Jordan Name: Renee Jordan Title: President	By: Rum Jordan Name: Renee Jordan Title: President
Taunton Direct, Inc. By: Kenne Jordan Name: Renee Jordan Title: President	BUYER: B&W Communications, LLC By: Name: Andrew Clurman Title: CEO

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. <u>Terms of the Asset Purchase Agreement</u>. 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 Sellers 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. <u>Counterparts</u>. 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.
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SELLERS:	Taunton Trade Co., Inc.
Taunton, Inc.	
	By:
By:	Name:
Name:	Title:
Title:	
	Taunton Interactive, Inc.
The Taunton Press, Inc.	
	Ву:
By:	Name:
Name:	Title:
Title:	
Taunton Direct, Inc.	BUYER:
	B&W Communications, LLC
By:	, , , , , , , , , , , , , , , , , , ,
Name:	By:Andrew Clurman
Title:	Name: Andrew Clurman
	Title: CEO

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CELLEDO

SCHEDULE 1

MARK	COUNTRY	REG. NO.	REG. DATE	OWNER
BUILD LIKE A PRO	US	2632710	10/08/2002	The Taunton Press,
CODE CHECK	US	3937378	03/29/2011	The Taunton Press,
				Inc.
CRAFTSTYLISH	US	3533835	11/18/2008	The Taunton Press, Inc.
DO IT NOW DO IT FAST DO IT RIGHT	US	2868023	07/27/2004	The Taunton Press, Inc.
FINE GARDENING	US	1839381	06/14/1994	The Taunton Press, Inc.
FINE GARDENING	US	1647425	06/11/1991	The Taunton Press, Inc.
FINE HOMEBUILDING	US	1500503	08/16/1988	The Taunton Press,
FINE WOODWORKING	US	1231073	03/15/1983	The Taunton Press,
FINE WOODWORKING & Design	US	1231878	03/22/1983	The Taunton Press,
FOR PROS/BY PROS	US	2302250	12/21/1999	The Taunton Press,
GREENBUILDINGADVISOR.COM	US	3641424	06/16/2009	The Taunton Press, Inc.
INSPIRATION FOR HANDS-ON LIVING	US	2642041	10/29/2002	The Taunton Press, Inc.
KEEP CRAFT ALIVE	US	5510996	07/10/2018	The Taunton Press, Inc.
SEWSTYLISH	US	4795114	08/18/2015	The Taunton Press, Inc.
SHOP TALK LIVE	US	4938744	04/12/2016	The Taunton Press, Inc.
TAUNTON'S GETTING STARTED IN WOODWORKING	US	3071680	03/21/2006	The Taunton Press, Inc.
THREADS	US	1646820	06/04/1991	The Taunton Press, Inc.
TP (STYLIZED) & Design	US	2756282	08/26/2003	The Taunton Press, Inc.

MARK	COUNTRY	REG. NO.	REG. DATE	OWNER
DO IT NOW DO IT FAST DO IT RIGHT	Canada	TMA676670	11/08/2006	The Taunton Press,
				Inc.
FINE HOMEBUILDING	Canada	TMA314085	05/09/1986	The Taunton Press,
				Inc.
FOR PROS/BY PROS	Canada	TMA544047	04/23/2001	The Taunton Press,
				Inc.

		SERIAL NO.	FILLING	OWNER
FINE WOODWORKING LIVE	Canada	2114058	06/15/2021	The Taunton Press, Inc.

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