

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM860467

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clipper Magazine LLC (f/k/aClipper Magazine, Inc.)		11/21/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Blue Torch Finance LLC		
Street Address:	c/o Blue Torch Capital LP 150 East 58th Street		
Internal Address:	39th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10155		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	5521372	BIG EXTRA	
Registration Number:	5576020	BIG EXTRA	
Registration Number:	6270593	CLIPPER	
Registration Number:	2007462	CLIPPER MAGAZINE	
Registration Number:	2452875	CLIPPER MAGAZINE	
Registration Number:	2927701	CLIPPER MAGAZINE	
Registration Number:	3860168	CLIPPERCASH	
Registration Number:	6882722	GET1FREE	
Registration Number:	3957358	GET1FREE	
Registration Number:	2887634	GREAT DEALS MAGAZINE	
Registration Number:	3820637	HOME & DECOR IDEAS	
Registration Number:	5807360	HOUSE2HOME SHOWCASE	
Registration Number:	3152995	LOCAL FLAVOR	
Registration Number:	5222991	LOCAL FLAVOR	
Registration Number:	5249790	LOCAL FLAVOR	
Registration Number:	3025083	LOYAL CUSTOMER CLUB	
Registration Number:	2016647	MINT MAGAZINE	
Registration Number:	2148595	MINT MONEY	

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Property Type	Number	Word Mark
Registration Number:	3527149	PRESTIGIOUS LIVING
Registration Number:	1530003	REACH
Registration Number:	2839739	THE BEST LOCAL ADVERTISING IN AMERICA
Registration Number:	2839738	THE BEST LOCAL ADVERTISING IN AMERICA. P
Registration Number:	1536672	THE COUPON CLIPPER
Registration Number:	1543492	THE COUPON CLIPPER
Registration Number:	2544011	THE EVERYTHING BOOK
Registration Number:	5270401	TOTAL LOYALTY SOLUTIONS
Registration Number:	1528222	REACH

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: 212-728-8000

Email: ipdept@willkie.com

Correspondent Name: Matthew S. Makover

Address Line 1: 787 Seventh Avenue

Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	125527/25
NAME OF SUBMITTER:	Matthew S. Makover
SIGNATURE:	/Matthew S. Makover/
DATE SIGNED:	12/12/2023

Total Attachments: 5

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ASSIGNMENT FOR SECURITY - - TRADEMARKS

WHEREAS, Clipper Magazine LLC (f/k/a Clipper Magazine, Inc.) (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Scheduled Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated November 21, 2023 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Blue Torch Finance LLC, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under (a) the all domestic and foreign trademarks, service marks, collective marks, certification marks, trade names, business names, d/b/a's, Internet domain names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by any Grantor, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other Records of any Grantor relating to the distribution of products and services in connection with which any of such marks are used, including (without limitation) the Scheduled Trademarks (collectively, the "Trademarks"), together with, among other things, (b) the good-will of the business symbolized by the Trademarks and (c) the applications, registrations, extensions and renewals thereof, (d) all proceeds thereof, (e) all income, fees, royalties, damages, claims, warranties, causes of action and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (f) all rights to sue for past, present and future infringements, misappropriations, dilutions or other violations thereof, (g) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by any Grantor and (h) all other rights, priorities, and privileges accruing thereunder or pertaining thereto (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

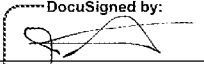
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

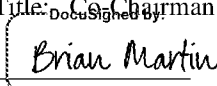
The terms of Sections 12.09, 12.10 and 12.11 of the Financing Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Financing Agreement.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of November 21, 2023.

CLIPPER MAGAZINE LLC

DocuSigned by:
By: 
Name: John Arato
Title: Co-Chairman

DocuSigned by:
By: 
Name: Brian Martin
Title: Co-Chairman

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications

Registered Owner	Title	Registration Number	Registration Date	Jurisdiction(s)
Clipper Magazine, Inc.	BIG EXTRA	5521372	July 17, 2018	United States
Clipper Magazine, Inc.	BIG EXTRA	5576020	October 2, 2018	United States
Clipper Magazine, Inc.	CLIPPER	6270593	February 16, 2021	United States
Clipper Magazine, Inc.	CLIPPER MAGAZINE	TMA552711	October 22, 2001	Canada
Clipper Magazine, Inc.	CLIPPER MAGAZINE	2007462	October 15, 1996	United States
Clipper Magazine, Inc.	CLIPPER MAGAZINE	2452875	May 22, 2001	United States
Clipper Magazine, Inc.	CLIPPER MAGAZINE (Stylized)	2927701	February 22, 2005	United States
Clipper Magazine, Inc.	CLIPPERCASH	3860168	October 12, 2010	United States
Clipper Magazine, Inc.	GET1FREE	6882722	October 25, 2022	United States
Clipper Magazine, Inc.	GET1FREE	3957358	May 10, 2011	United States
Clipper Magazine, Inc.	GREAT DEALS MAGAZINE	2887634	September 21, 2004	United States
Clipper Magazine, Inc.	HOME & DECOR IDEAS	3820637	July 20, 2010	United States
Clipper Magazine, Inc.	HOUSE2HOME SHOWCASE	5807360	July 16, 2019	United States
Clipper Magazine, Inc.	LOCAL FLAVOR	3152995	October 10, 2006	United States
Clipper Magazine, Inc.	LOCAL FLAVOR	5222991	June 13, 2017	Canada
Clipper Magazine, Inc.	LOCAL FLAVOR	5249790	July 25, 2017	United States
Clipper Magazine, Inc.	LOYAL CUSTOMER CLUB	3025083	December 13, 2005	United States
Clipper Magazine, Inc.	MINT MAGAZINE	2016647	November 19, 1996	United States
Clipper Magazine, Inc.	MINT MONEY	2148595	April 7, 1998	United States
Clipper Magazine, Inc.	PRESTIGIOUS LIVING	3527149	November 4, 2008	United States
Clipper Magazine, Inc.	REACH	1530003	March 14, 1989	United States
Clipper Magazine, Inc.	THE BEST LOCAL ADVERTISING IN AMERICA	2839739	May 11, 2004	United States
Clipper Magazine, Inc.	THE BEST LOCAL ADVERTISING IN AMERICA. PERIOD.	2839738	May 11, 2004	United States
Clipper Magazine, Inc.	THE COUPON CLIPPER	TMA552713	October 22, 2001	Canada
Clipper Magazine, Inc.	THE COUPON CLIPPER	1536672	April 25, 1989	United States
Clipper Magazine, Inc.	THE COUPON CLIPPER	1543492	June 13, 1989	United States
Clipper Magazine, Inc.	THE EVERYTHING BOOK	2544011	March 5, 2002	United States
Clipper Magazine, Inc.	TOTAL LOYALTY SOLUTIONS	TMA1012585	January 10, 2019	Canada
Clipper Magazine, Inc.	TOTAL LOYALTY SOLUTIONS	5270401	August 22, 2017	United States
Clipper Magazine, Inc.	REACH	1528222	March 7, 1989	United States
Clipper Magazine, Inc.	CLIPPER MARKETPLACE	656542	November 15, 2016	Arizona
Clipper Magazine, Inc.	REACH	4006564	March 21, 2017	Ohio

Registered Owner	Title	Registration Number	Registration Date	Jurisdiction(s)
Clipper Magazine, Inc.	VALASSIS LOCAL MARKET SERVICES	4345936	June 10, 2019	Ohio

Owned by Clipper Magazine LLC (f/k/a Clipper Magazine, Inc.)