

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM865467

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900817231		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gemini Media, LLC		08/31/2022	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Crain Communications, Inc.		
Street Address:	1155 Gratiot Ave		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48207		
Entity Type:	Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5474630	GRAND RAPIDS BUSINESS JOURNAL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3134460333		
Email:	legaldept@crain.com		
Correspondent Name:	Katie Vivian		
Address Line 1:	1155 Gratiot Ave		
Address Line 4:	Detroit, MICHIGAN 48207		
NAME OF SUBMITTER:	Katie Vivian		
SIGNATURE:	/katie vivian/		
DATE SIGNED:	01/03/2024		
Total Attachments: 36			
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To whom it may concern,

Attached is the Asset Purchase Agreement (“APA”) and Trademark Assignment Agreement between Gemini Media, LLC (“Assignor”) and Crain Communications, Inc. (“Assignee”) for the trademark and related IP for Grand Rapids Business Journal.

For privacy reasons, the APA has been redacted leaving only the relevant trademark and goodwill language.

Thank you,

Katie Vivian
Staff Attorney
Crain Communications, Inc.

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of August 31, 2022, is by and between Gemini Media, LLC, a Michigan limited liability company (the "Seller") and Crain Communications, Inc., an Illinois corporation (the "Buyer"), the purchaser of certain assets of Seller pursuant to a Purchase Agreement between Buyer and Seller, dated as of August 31, 2022 (the "Purchase Agreement"), the terms of which are incorporated herein by this reference.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment.

NOW, THEREFORE, the parties agree as follows:

1. Trademark Assignment. For the consideration set forth in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, Seller hereby irrevocably sells, assigns, transfers, and conveys to Buyer all of Seller's right, title, and interest in and to the trademarks, trade names and service marks set forth on Schedule 3.11(a) to the Purchase Agreement (collectively, the "Trademarks"), including the current registration thereof with the registrar(s) separately provided by Seller to Buyer.

2. Transfer of Trademark. The parties will follow the registrar's standard process to effectuate the transfer of ownership and control of the Trademarks to Buyer as soon as practicable following the date hereof.

3. Miscellaneous.

(a) This Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

(b) This Trademark Assignment shall be binding upon and shall inure to the benefit of Seller and Buyer and their respective successors and assigns.


(c) This Trademark Assignment may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed an original and all of which together shall constitute one instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(d) This Trademark Assignment is made pursuant to the Purchase Agreement and is subject to its terms. In the event of a conflict between the terms of the Trademark Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

"SELLER"

Gemini Media, LLC

By: 
Print: John Balardo
Its: Member/President

AGREED TO AND ACCEPTED BY:

"BUYER"

Crain Communications, Inc.

By: _____
Print: KC Crain
Its: President & CEO

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

"SELLER"

Gemini Media, LLC

By: _____

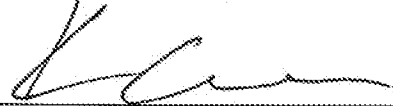
Print: _____

Its: _____

AGREED TO AND ACCEPTED BY:

"BUYER"

Crain Communications, Inc.

By:  _____

Print: KC Crain

Its: President & CEO

Exhibit 3.11(a)

Intellectual Property

Trademarks:

- Grand Rapids Business Journal – federal trademark registration

Mark	U.S. Registration No.	Dated	Classes
GRAND RAPIDS BUSINESS JOURNAL	5474630	May 22, 2018	IC 016. US 002 005 022 023 029 037 038 050

- All common law trademarks used by Assignor in connection with operation of the Business, including:
 - Grand Rapids Business Journal logo

GRAND RAPIDS
Business Journal

Domain Names:

- grbj.com
- grandrapidsbusinessjournal.com
- grandrapidsbusinessjournal.biz
- grandrapidsbusinessnews.com
- grbusinessjournal.com
- grbusinessnews.com

Registered Copyrights:

- None

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") dated August 31, 2022 (the "Effective Date"), is among CRAIN COMMUNICATIONS, INC., an Illinois corporation ("Buyer"), and GEMINI MEDIA, LLC, a Michigan limited liability company ("Seller"), Hour Media, L.L.C., the sole member of the Seller (the "Member") and, for purposes of Section 6 only, John Balardo and Stefan Wanczyk.

RECITALS

A. Seller is a media company that owns and operates, among other assets, (i) the Grand Rapids Business Journal and other ancillary publications (the "Publications") and publishes and distributes the annual Book of Lists and other publications primarily for metro Grand Rapids, Holland, Muskegon, West Michigan, and other audiences (collectively, the "Business Journal"); (ii) operates the GRBJ.com website (the "Website"); (iii) publishes, displays and distributes e-newsletters, blogs, rankings, listings, research reports and reprints related to the Publications (collectively, the "Products"); and (iv) holds and presents events, webinars, and other associated and related activities related to the Publications (collectively, the "Events"). Collectively, the Grand Rapids Business Journal including the Business Journal, Subscribers, Website, Products, and Events, the "Business").

B. Seller wishes to sell all of the Business and to assign certain specified liabilities and certain contracts to Buyer, and Buyer wishes to acquire the Business and to assume such liabilities and contracts from Seller, on the terms and conditions set forth in this Agreement.

Therefore, the parties agree as follows:

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]
that [REDACTED]

[REDACTED]

[REDACTED]

(f) [REDACTED]

[REDACTED]

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(g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

(j) [REDACTED]

(k) [REDACTED]

(l) [REDACTED]

Assumption [REDACTED]

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(i) [REDACTED]

(j) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] of this Agreement, "tax" or "[REDACTED]"

[REDACTED]

[REDACTED]

[REDACTED]

3.11 Intellectual Property.

(a) Set forth on Exhibit 3.11(a) is a complete and up to date list of all United States, international and state (i) Trademarks, (ii) Internet domain names, and (iii) registered Copyrights owned by Seller, indicating for each, the applicable jurisdiction, registration number (or application number), date issued (or date filed), expiration date and title/mark/domain name, as appropriate.

(b) Seller has not received written or oral notification of any alleged infringement, nor is there any pending or threatened claim or litigation involving any of the Intellectual Property brought by or on behalf of Seller, or to Seller's knowledge, against Seller.

(c) There are no settlements, injunctions, forbearances to sue, consents, judgments, or orders to which Seller is a party, which restrict the rights of Seller to use any Intellectual Property. Seller has not licensed or sublicensed its rights in any Intellectual Property and no royalties, compensation or other fees are payable by Seller for the use of or right to use any Intellectual Property.

[REDACTED]

[REDACTED]

(f) After the deliveries provided for in this Agreement have occurred, neither Member, LLC Manager, nor any current or former officer, director or employee of Seller (i) will retain any rights of ownership, or (ii) own any rights to any Trademarks, Copyrights or Internet domain names set forth on Exhibit 3.11(a).

[REDACTED]

(h) To Seller's knowledge there have been no (i) unauthorized disclosures of confidential client, customer or user personal, financial or transactional data, or (ii) incidents of unauthorized use or access, or attempts to circumvent or bypass the security mechanisms protecting the Website. Seller has received no written notification of any pending or threatened claims or actions arising from or related to unauthorized disclosures or incidents as described in (i) or (ii) above or arising from or related to any viruses, Trojan horses or malware in the Website.

3.12 Rights to the Business Journal, Products and Website.

(a) Seller is the sole and exclusive owner of the Business Journal, the Products and the Website, owns or has rights to use by means of the License Agreements (as listed on Exhibit 3.12(a) all of the Intellectual Property associated with the Business Journal, the Products and the Website, all of the visible and invisible content and data contained therein and all of the goodwill arising therefrom and all other right, title and interest therein, in all cases free and clear of all Liens. Seller has the right to publish the material contained in the Business Journal, the Products and on the Website (including in any past issues of the Business Journal, the Products or any past forms of the Website), and following consummation of the Transaction, Buyer will have the right to publish such material in the same manner as such material was published by Seller.

[REDACTED]

[REDACTED] data [REDACTED]

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[REDACTED]

9.6 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original but both of which together will constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in .pdf form or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

9.7 Exhibits. The Exhibits to this Agreement are a part of this Agreement as if set forth in full in this Agreement. Capitalized terms not otherwise defined in the Exhibits to this Agreement will have the meanings given to them in this Agreement.

9.8 Headings. The headings in this Agreement (including the titles of the Exhibits to this Agreement) are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

9.9 Attorneys' Fees. If any party commences an action against the other party to enforce any of the terms, covenants, conditions or provisions of this Agreement or any of the Related Agreements or because of a default by a party under this Agreement or any of the Related Agreements, the prevailing party in any such action will be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

9.10 No Assignment; Binding Effect. Neither this Agreement nor any of the Related Agreements may be assigned by any party without the prior written consent of the other party, except that Buyer may assign this Agreement to a wholly-owned affiliate of Crain Communications Inc; provided Buyer remains liable for the obligations of such assignee. This Agreement will be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and permitted assigns.

9.11 Severability. If any provision of this Agreement or any of the Related Agreements is determined to be illegal or invalid, such illegality or invalidity will have no effect on the other provisions of this Agreement and the Related Agreements, which will remain valid, operative and enforceable.

9.12 Parties in Interest. With the exception of the parties to this Agreement and, to the extent provided in this Agreement or any of the Related Agreements, their respective Representatives, there will exist no right of any person to claim a beneficial interest in this Agreement or any of the Related Agreements or any rights occurring by virtue of this Agreement or any of the Related Agreements.

9.13 Publicity. Except as required by applicable law, Seller will not give notice to third parties or otherwise make any public statement or release concerning this Agreement or any of the Transactions, except for such written information as has been approved in advance in writing as to form and content by Buyer, which approval will not be unreasonably withheld, conditioned or delayed.

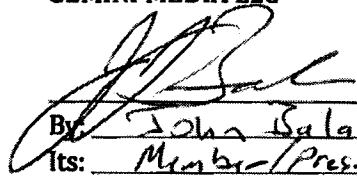
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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

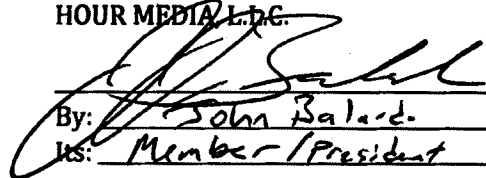
CRAIN COMMUNICATIONS INC

By: _____
Its: _____

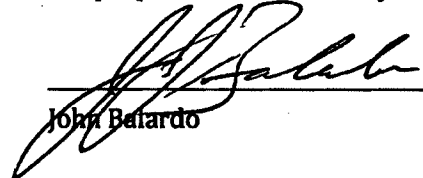
GEMINI MEDIA LLC


By: John Balardo
Its: Member/President

OUR MEDIA L.L.C.


By: John Balardo
Its: Member/President

For purpose of Section 6 only:


John Balardo

Stefan Wanczyk

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CRAIN COMMUNICATIONS INC

By: _____
Its: _____

GEMINI MEDIA LLC

By: _____
Its: _____

HOUR MEDIA, L.L.C.

By: _____
Its: _____

For purpose of Section 6 only:

John Bufardo

Stefan Wantzyk

Exhibits:

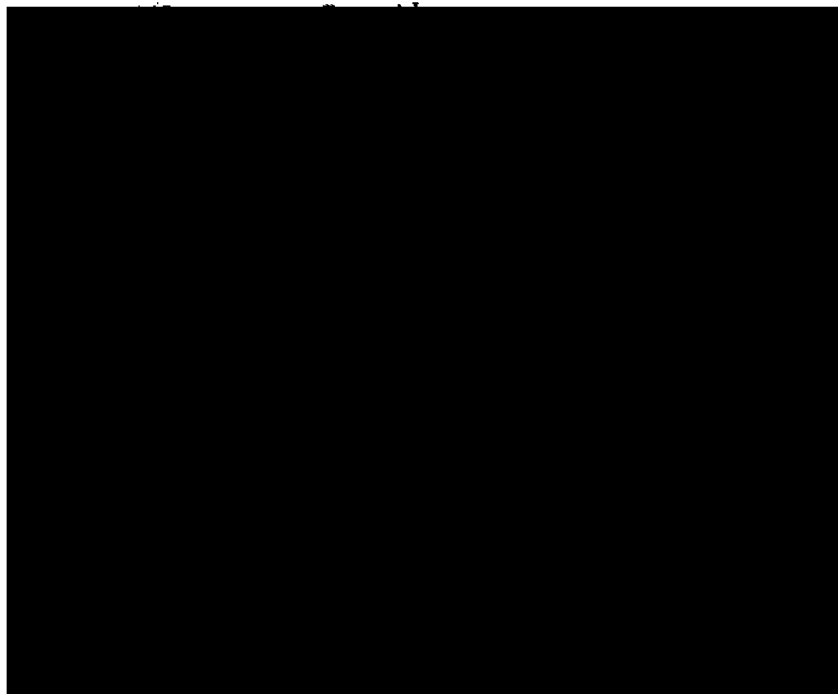


Exhibit 3.11(a)

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Intellectual Property

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

CRAIN COMMUNICATIONS, INC.


By: KC Crain
Its: President and CEO

GEMINI MEDIA LLC

By: _____
Its: _____

HOUR MEDIA, L.L.C.

By: _____
Its: _____

For purpose of Section 6 only:

John Balardo

Stefan Wanczyk