

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI10212

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WiesnerMedia, LLC		02/01/2024	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Company Name:	BridgeTower Opco, LLC		
Street Address:	100 North Pacific Coast Highway		
Internal Address:	Suite 1725		
City:	El Segundo		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76460915	COLORADOBIZ	
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:	3108267474		
Email:	trademark@raklaw.com		
Correspondent Name:	Irene Y. Lee		
Address Line 1:	12424 Wilshire Boulevard		
Address Line 2:	12th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025		
ATTORNEY DOCKET NUMBER:	4328-2		
NAME OF SUBMITTER:	NATALIE AYALA		
SIGNATURE:	NATALIE AYALA		
DATE SIGNED:	02/07/2024		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of February 1, 2024 (the “**Effective Date**”) by and among WiesnerMedia, LLC, a Colorado limited liability company (“**Assignor**”), and BridgeTower Opco, LLC, a Delaware limited liability company (“**Assignee**”), pursuant to that certain Asset Purchase Agreement, dated as of February 1, 2024 (the “**Purchase Agreement**”), between Assignor and Assignee. Assignor and Assignee are individually referred to herein as a “**Party**,” and collectively as the “**Parties**”. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignee wishes to acquire all of Assignor’s right, title and interest in and to the Transferred Intellectual Property, together with all goodwill of the business associated therewith and symbolized thereby, including without limitation the Intellectual Property Rights set forth on Exhibit A hereto (collectively, the “**Assigned IP**”), and Assignor wishes to assign such right, title and interest in the Assigned IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending legally to be bound, hereby agree as follows:

1. Transfer of Assigned IP. Assignor does hereby irrevocably sell, transfer, convey, assign and deliver to Assignee and its successors and assigns, and Assignee does hereby unconditionally accept all of Assignor’s right, title and interest in and to (a) the Assigned IP; (b) all rights to royalties, fees, income, payments, and other proceeds deriving from the Assigned IP; and (c) all claims, causes of action and enforcement rights, whether currently pending, filed, or otherwise, with respect to the Assigned IP, including all rights to damages, injunctive relief and any other remedies for past, current and future infringement, misappropriation or dilution of the Assigned IP, the same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. The foregoing assignment of the Assigned IP to Assignee includes an irrevocable waiver of all moral rights of authors in the Assigned IP, if any (to the extent that such rights cannot be assigned to Assignee, and to the extent permitted by applicable law).
2. Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall execute and deliver such further documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns in accordance with the foregoing. Assignor shall not be required to incur any cost or expense in connection with such acts.
3. Entire Agreement. This Assignment and the Purchase Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof.
4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
5. Governing Law. This Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

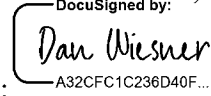
6. Consent to Jurisdiction. THE PARTIES AGREE THAT JURISDICTION AND VENUE IN ANY ACTION BROUGHT BY ANY PARTY PURSUANT TO THIS AGREEMENT SHALL EXCLUSIVELY LIE IN THE DISTRICT COURT OF THE CITY AND COUNTY OF DENVER, COLORADO (OR, ONLY IF THE DISTRICT COURT OF THE CITY AND COUNTY OF DENVER, COLORADO DECLINES TO ACCEPT JURISDICTION OVER A PARTICULAR MATTER, ANY FEDERAL COURT OF THE UNITED STATES OF AMERICA SITTING IN THE STATE OF DELAWARE), AND ANY APPELLATE COURT THEREOF. BY EXECUTION AND DELIVERY OF THIS ASSIGNMENT, EACH PARTY IRREVOCABLY SUBMITS TO THE JURISDICTION OF SUCH COURTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY WITH RESPECT TO SUCH ACTION. THE PARTIES IRREVOCABLY AGREE THAT VENUE WOULD BE PROPER IN SUCH COURT, AND HEREBY WAIVE ANY OBJECTION THAT SUCH COURT IS AN IMPROPER OR INCONVENIENT FORUM FOR THE RESOLUTION OF SUCH ACTION. THE PARTIES FURTHER AGREE THAT THE MAILING BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, OF ANY PROCESS REQUIRED BY ANY SUCH COURT SHALL CONSTITUTE VALID AND LAWFUL SERVICE OF PROCESS AGAINST THEM, WITHOUT NECESSITY FOR SERVICE BY ANY OTHER MEANS PROVIDED BY STATUTE OR RULE OF COURT.
7. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts (any one of which may be by any digital imaging device (e.g., .pdf format)) have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.
8. Purchase Agreement Shall Control. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way whatsoever the terms or conditions of the Purchase Agreement (including, without limitation, the representations, warranties, covenants, agreements and obligations contained therein) or any rights, duties or obligations of Assignor or Assignee thereunder. In the event of any conflict or inconsistency between this Assignment and the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern and control in all respects.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

WIESNERMEDIA, LLC

DocuSigned by:


By: A32CFC1C236D40F...

Name: Dan Wiesner

Title: Chief Executive Officer

ASSIGNEE:

BRIDGETOWER OPCO, LLC

DocuSigned by:

Russell Roenick

4A498FF7CDA443E...

By: _____

Name: Russell Roenick

Title: President

Exhibit A

Assigned IP

1. DOMAIN NAMES

- (a) cobizstudio.com
- (b) colobiz.com
- (c) cobizmag.com
- (d) bestofcoloradobusiness.com
- (e) coloradobiz.com

2. SOCIAL MEDIA PAGES

- (a) Instagram: <https://www.instagram.com/coloradobizmag>
- (b) Facebook: <https://www.facebook.com/ColoradoBizMagazine/>
- (c) LinkedIn: <https://www.linkedin.com/company/coloradobiz-magazine/>
- (d) Twitter: <https://twitter.com/ColoradoBizMag>
- (e) YouTube: <http://www.youtube.com/@coloradobizmagazine8380>

3. TRADEMARKS

Mark	Registration No.	Serial No.	Registration Date	Renewal Date
COLORADOBIZ	2,852,634	76,460,915	June 15, 2004	December 11, 2023

4. COPYRIGHTS

#	Copyright Title	Registration No.	Registration Date
1.	Colorado Biz, Vol. 41, No. 1	TX 7-854-309	May 5, 2014
2.	Colorado Biz, Vol. 41, No. 2	TX 7-854-310	May 5, 2014
3.	Colorado Biz, Vol. 41, No. 3	TX 7-854-314	May 5, 2014
4.	Colorado Biz, Vol. 41, No. 4	TX 8-067-910	July 6, 2015
5.	Colorado Biz, Vol. 41, No. 5	TX 8-067-904	July 6, 2015
6.	Colorado Biz, Vol. 41, No. 6	TX 8-067-924	July 6, 2015
7.	Colorado Biz, Vol. 42, No. 1	TX 8-068-075	July 6, 2015
8.	Colorado Biz, Vol. 42, No. 2	TX 8-067-934	July 6, 2015
9.	Colorado Biz, Vol. 42, No. 3	TX 8-067-931	July 6, 2015
10.	Colorado Biz, Vol. 42, No. 4	TX 8-177-874	December 22, 2015
11.	Colorado Biz, Vol. 42, No. 5	TX 8-177-869	December 22, 2015
12.	Colorado Biz, Vol. 42, No. 6	TX 8-177-867	December 22, 2015
13.	Colorado Biz, Vol. 43, No. 1	TX 8-184-544	February 22, 2016
14.	Colorado Biz, Vol. 43, No. 2	TX 8-191-519	April 7, 2016
15.	Colorado Biz, Vol. 43, No. 3	TX 8-251-123	June 9, 2016
16.	Colorado Biz, Vol. 43, No. 4	TX 8-295-070	August 10, 2016
17.	Colorado Biz, Vol. 43, No. 5	TX 8-324-083	October 17, 2016
18.	Colorado Biz, Vol. 43, No. 6	TX 8-338-524	December 13, 2016
19.	Colorado Biz, Vol. 44, No. 1	TX 8-403-002	February 15, 2017
20.	Colorado Biz, Vol. 44, No. 2	TX 8-447-139	April 19, 2017
21.	Colorado Biz, Vol. 44, No. 3	TX 8-443-730	June 20, 2017
22.	Colorado Biz, Vol. 44, No. 4	TX 8-468-403	August 28, 2017

23.	Colorado Biz, Vol. 44, No. 5	TX 8-523-670	November 8, 2017
24.	Colorado Biz, Vol. 44, No. 6	TX 8-561-020	February 6, 2018
25.	Colorado Biz, Vol. 45, No. 1	TX 8-560-992	February 6, 2018
26.	Colorado Biz, Vol. 45, No. 2	TX 8-613-072	June 7, 2018
27.	Colorado Biz, Vol. 45, No. 3	TX 8-613-062	June 7, 2018
28.	Colorado Biz, Vol. 45, No. 4	TX 8-650-705	August 23, 2018
29.	Colorado Biz, Vol. 45, No. 5	TX 8-710-493	December 13, 2018
30.	Colorado Biz, Vol. 45, No. 6	TX 8-710-500	December 13, 2018

5. LOGOS

- (a) All *ColoradoBiz* logos and associated logos.