

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM163482

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LSC Communications MCL LLC		02/09/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Dakota Acquisition Corporation		
Street Address:	410 MN-25		
City:	Brainerd		
State/Country:	MINNESOTA		
Postal Code:	56401		
Entity Type:	Corporation: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4478666	CONTINUUM	
Registration Number:	4698581	HUDSONYARDS	
Serial Number:	90696462	IDEAS NEED DOING	
Serial Number:	97726976	KODI COLLECTIVE	
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:	734-418-4288		
Email:	trademark@honigman.com		
Correspondent Name:	Julie E. Reitz		
Address Line 1:	39400 Woodward Avenue		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304-5151		
ATTORNEY DOCKET NUMBER:	276127-544240		
NAME OF SUBMITTER:	NATALIE MITCHELL		
SIGNATURE:	NATALIE MITCHELL		
DATE SIGNED:	03/01/2024		
Total Attachments: 8			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“IP Assignment Agreement”) is made and entered into as of February 9, 2024 by and between Dakota Acquisition Corporation, a Minnesota corporation (the “Assignee”), and LSC Communications MCL LLC, a Delaware limited liability company (collectively, the “Assignor”) (Assignee and Assignor are collectively referred to as the “Parties”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the intellectual property set forth on Schedule A hereto, including all common law rights therein and the goodwill associated therewith (the “Transferred IP”).

WHEREAS, pursuant to that certain Equity and Asset Purchase Agreement, dated as of February 9, 2024 by and among Assignor, Assignee, and LSC Communications LLC, a Delaware limited liability company (the “EAPA”), Assignor has agreed to sell and assign to Assignee, and Assignee has agreed to purchase and assume from Assignor, the Transferred IP.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions. Capitalized terms used in this Intellectual Property Assignment Agreement that are not defined in the body of this Intellectual Property Assignment Agreement have the meanings given to them in the EAPA.

2. Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Transferred IP, including:

(a) the Trademarks and domain names set forth on Schedule A hereto, together with the goodwill of the business associated and/or connected with the use of, and/or symbolized by, the Trademarks; and

(b) all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any Transferred IP;

(c) all claims and causes of action with respect to any of the Transferred IP, 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, misappropriation, violation, breach, or default; and

(d) all other rights, claims, privileges, credits, causes of action, protections and rights to set-off against third parties to the extent relating to or arising from any of the foregoing.

3. Further Assurances. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment Agreement upon request by Assignee. Assignor agrees to execute, at

any time and from time to time upon the request and expense of Assignee, such additional documents as Assignee reasonably requests to register and otherwise give full effect to the rights of Assignee under this IP Assignment Agreement in and to the Transferred IP, including all documents necessary to record in the name of Assignee the assignment of the Transferred IP with the United States Patent and Trademark Office or successor offices.

4. Governing Law. This IP Assignment Agreement shall be construed in accordance with the domestic Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of any jurisdiction other than the State of Delaware.

5. No Conflict. Nothing in this Agreement shall alter any liability or obligation of the parties hereto arising under the EAPA. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the EAPA, the terms and conditions of the EAPA shall govern. Assignee acknowledges that Assignor makes no representation or warranty with respect to the Transferred IP except as specifically set forth in the EAPAA.

6. No Modifications. This IP Assignment Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.


7. Successors and Assigns. This IP Assignment Agreement shall bind and shall inure to the benefit of the respective parties and their assigns, transferees, and successors.

8. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original but both of which together will constitute one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have executed this IP Assignment Agreement as of the date first written above.

DAKOTA ACQUISITION CORPORATION

By: 

Name: Christopher J. Kurtzman
Title: President

LSC COMMUNICATIONS MCL LLC

By: _____
Name: Stephanie Mains
Title: Chief Executive Officer

[Signature Page to IP Assignment Agreement]

TRADEMARK
REEL: 008359 FRAME: 0101

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IN WITNESS WHEREOF, the undersigned have executed this IP Assignment Agreement as of the date first written above.

DAKOTA ACQUISITION CORPORATION

By: _____
Name:
Title:

LSC COMMUNICATIONS MCL LLC

By:  _____
Name: Stephanie Mains
Title: Chief Executive Officer

SCHEDULE A

REGISTERED TRADEMARKS

	Mark	Reg./App. No.	Reg. Date	Jurisdiction	Owner
1.	CONTINUUM	4478666	2/4/2014	United States - (US)	ASSET SELLER
2.	HUDSONYARDS	4698581	3/10/2015	United States - (US)	ASSET SELLER
3.	IDEAS NEED DOING	90696462	5/7/2021	United States - (US)	ASSET SELLER
4.	KODI COLLECTIVE	97726976	12/21/2022	United States - (US)	ASSET SELLER

DOMAIN NAMES

- callkodi.biz
- callkodi.com
- callkodi.info
- callkodi.net
- callkodi.org
- kodimarketing.biz
- kodimarketing.com
- kodimarketing.info
- kodimarketing.net
- kodimarketing.org
- kodiservices.biz
- kodiservices.com
- kodiservices.info
- kodiservices.net
- kodiservices.org
- pubpress.com
- continuummarketing.com
- continuum-mps.com
- aprooveweb.com
- certprint.com
- chromeprintshop.com
- digitallizard.com
- digitallizardprint.com
- digitalprintmail.com
- doodleversary.com

- extremepizzahub.com
- globalsoftdigital.com
- hcastore.com
- hhfiberportal.com
- ifgprint.com
- internetprintstore.com
- kcpsupplies.com
- makoresourcecentre.co.uk
- makotrainingbooklets.com
- new-sod.com
- nutechphysician.com
- petbutlerondemand.com
- rocfulfillment.com
- sflypartnerportal.com
- shoulderresourcecenter.com
- silvercreekprint.com
- strykeranatomyposters.com
- thespringsprint.com
- thespringsprintstore.com
- truverisondemand.com
- ideaneedsdoing.biz
- ideaneedsdoing.com
- ideaneedsdoing.net
- ideaneedsdoing.org
- ideasneeddoing.biz
- ideasneeddoing.com
- ideasneeddoing.net
- ideasneeddoing.org
- ideasneeddoing.biz
- ideasneeddoing.com
- ideasneeddoing.net
- ideasneeddoing.org
- hudson-yards.com
- hyards.com
- hyoasis.com
- shootdigital.com
- kodi-collective.com
- print.callkodi.com
- print.withkodi.com
- store.digitallizard.com
- store.callkodi.com

UNREGISTERED NAMES, TRADEMARKS, AND LOGOS

Digital Lizard

KODI
COLLECTIVE

KODI
COLLECTIVE.

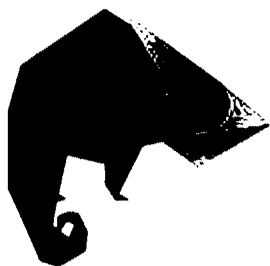
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Marketing Execution Services



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SOFTWARE

- Digital Lizard Software Application