

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI104972

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Non-Warranty Bill of Sale and Assignment		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morris Visitor Publications, LLC		06/06/2023	Limited Liability Company: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Shivers Travel Publications, LLC		
<b>Street Address:</b>	725 Broad Street		
<b>City:</b>	AUGUSTA		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30901		
<b>Entity Type:</b>	Limited Liability Company: GEORGIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3045150	DINING IN PARADISE	
<b>Registration Number:</b>	1304981	ORLANDO	
<b>Registration Number:</b>	730450	WHERE	
<b>Registration Number:</b>	3564556	WHERETRAVELER	
<b>Registration Number:</b>	3277504	YOUR TRAVELING COMPANION SINCE 1936	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7067229779		
<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>			
<b>Phone:</b>	7067224481		
<b>Email:</b>	lhamrick@hullbarrett.com,Bhudson@hullbarrett.com		
<b>Correspondent Name:</b>	Brooks K Hudson		
<b>Address Line 1:</b>	801 Broad Street, 7th Floor		
<b>Address Line 4:</b>	AUGUSTA, GEORGIA 30901		
<b>NAME OF SUBMITTER:</b>	Brooks Hudson		
<b>SIGNATURE:</b>	Brooks Hudson		
<b>DATE SIGNED:</b>	03/19/2024		

OP \$140.00.00 78453171

**Total Attachments: 9**

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source=Trademarks Assignment attachment (01998414)#page1.tif

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EXHIBIT "C"

NON - WARRANTY BILL OF SALE AND ASSIGNMENT

Joseph E. Mitchell, III, as Chapter 7 trustee (the "Trustee") Morris Visitor Publications, LLC, a Georgia limited liability company (the "Debtor"), debtor in Bankruptcy Case Number 22-10485-EJC pending in the United States Bankruptcy Court for the Southern District of Georgia (the "Bankruptcy Case"), for good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement dated as of June 6, 2023 (the "Agreement") between Trustee and Shivers Travel Publications, LLC (the "Buyer,"), does hereby sell, convey, assign, transfer and deliver to Buyer on the date hereof, all of the Estate's (as that term is defined in the Agreement) right, title and interest in and to the Assets (as that term is defined in the Agreement).

THE ASSETS ARE TRANSFERRED "AS IS" AND "WHERE IS."

EXCEPT AS PROVIDED IN THE AGREEMENT, TRUSTEE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE ASSETS OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OR WARRANTY REGARDING THE TITLE OR CONDITION OF THE ASSETS OR THE FITNESS, DESIRABILITY, OR MERCHANTABILITY THEREOF OR SUITABILITY THEREOF FOR ANY PARTICULAR PURPOSE, OR ANY BUSINESS PROSPECTS, OR VALUATION OF THE ASSETS, OR THE COMPLIANCE OF THE ASSETS IN THEIR CURRENT OR FUTURE STATE WITH APPLICABLE LAWS OR ANY VIOLATIONS THEREOF. BUYER FURTHER ACKNOWLEDGES THAT TRUSTEE SHALL DELIVER TO THE BUYER ALL ASSETS IN TRUSTEE'S OR ITS COUNSEL'S POSSESSION; BUT THAT TRUSTEE DOES NOT HAVE POSSESSION OF ALL OF THE ASSETS, AND THAT TO THE EXTENT THE TRUSTEE IS NOT IN POSSESSION OF AN ASSET SOLD HEREUNDER, BUYER WILL HAVE SOLE RESPONSIBILITY TO OBTAIN POSSESSION OF THE ASSETS, AT ITS SOLE EXPENSE. BUYER AGREES THAT TRUSTEE HAS NO OBLIGATION OR LIABILITY WHATSOEVER WITH RESPECT TO ANY SEPARATE AGREEMENTS, INDEMNITIES, REPRESENTATIONS OR WARRANTIES ENTERED INTO BY BUYER, UNLESS THE TRUSTEE HAS ACTUAL KNOWLEDGE OF SUCH MATTERS BEFORE THE CLOSING DATE AND FAILS TO DISCLOSE SUCH MATTERS TO THE BUYER PRIOR TO THE CLOSING DATE. AS TO ALL SUCH MATTERS THAT ARE NOT KNOWN TO EITHER THE BUYER OR THE TRUSTEE AS OF THE CLOSING DATE, ANY RISK OF LOSS SHALL BE BORNE SOLELY BY BUYER.

BUYER FURTHER ACKNOWLEDGES AND REPRESENTS THAT IT ENTERS INTO THIS AGREEMENT AFTER ITS INDEPENDENT INVESTIGATION OF THE FACTS AND CIRCUMSTANCES RELATING TO THE ASSETS AND THE TRANSACTION DESCRIBED HEREIN. WITHOUT LIMITING THE FOREGOING, BUYER IS NOT RELYING ON

Trademarks shown on The Bill of Sale and Assignment from Joseph E. Michell, III as Chapter 7 Trustee (the "Trustee"), Morris Visitor Publications, LLC, a Georgia Limited liability company (the "Debtor"), debtor in Bankruptcy Case Number 22-10485-EJC pending in the United States Bankruptcy Court for the Southern District of Georgia (the "Bankruptcy Case"), for goods and valuable consideration, receipt is hereby acknowledged, and pursuant to the Asset Purchase Agreement date as of June 6, 2023 (the "Agreement") between Trustee and Shivers Travel Publications, LLC (the "Buyer". (Copy attached)

Trademarks to be assigned:

Registered Trademark:

USPTO Registration Number :

- |   |         |
|---|---------|
| 1. WHERE                                  | 730450  |
| 2. WHERETRAVELER                          | 3564553 |
| 3. YOUR TRAVELING COMPANION<br>SINCE 1936 | 3277504 |
| 4. DINING IN PARADISE                     | 3045450 |
| 5. ORLANDO                                | 1304981 |

TRUSTEE OR THE ESTATE FOR ANY INFORMATION REGARDING THE ASSETS OR OTHERWISE; EXCEPT AS PROVIDED IN THE AGREEMENT.

This Non-Warranty Bill of Sale and Assignment is entered into pursuant to the Agreement and is subject to the terms thereof. Buyer acknowledges and understands that Trustee is the Chapter 7 trustee of the Estate and that Trustee enters this instrument solely in his capacity as Chapter 7 trustee of the Estate and not in his personal capacity, and no liability or obligations shall accrue to him personally as a result of this instrument.

IN WITNESS WHEREOF, Trustee has executed this Non-Warranty Bill of Sale and Assignment as of JUNE 6, 2023.

TRUSTEE:


 (L.S.)  
\_\_\_\_\_  
Joseph E. Mitchell, III, as Chapter 7  
trustee in the Bankruptcy Case

EXHIBIT "A"

The Assets

All assets of Debtor, specifically including, but not limited to, the following:

1. All Debtor's accounts receivable.
2. All Debtor's rights to payments accrued as of the date of filing under any of the trademark license agreements or other executory contracts, including but not limited to those from Pacific Rim Media Group, Inc., Tourism Development Corporation, C2M Media, LLC, Program for the Arts, Inc. and Go Visit Media, LLC; provided, however, that neither Debtor nor Purchaser is assuming any of the executory contracts or any obligations thereunder.
3. All promissory notes payable to Debtor, including, but not limited to those from Go Visit Media, LLC, but excluding those from C2M Media, LLC and Programs for the Arts, Inc.
4. All intellectual property, including software, patents, patent applications, copyrights, copyright applications, trademarks, transferable licenses, trade secrets, and tradenames, of the Debtor, including but not limited to those described on Exhibit "A-1" attached hereto.
5. All customer lists (including, without limitation, advertisers and distributors), mailing lists and databases, wherever located, including, without limitation, all demographics, e-mail addresses and compilations thereof, and all other trade secrets.
6. All websites, domain names and URLs of the Debtor, including but not limited to those described on Exhibit "A-2" attached hereto, together with the design, programming codes, content and goodwill associated therewith, or which is symbolized thereby, all rights to sue for infringement thereof whenever arising and any and all related registrations, renewals and extensions.
7. All files and documents relating to the intellectual property, including, without limitation, those files and documents held by the Debtor's present or prior attorneys, all prosecution files, registration or similar files for the registered trademarks, and in each case all correspondence regarding pending applications, registrations, or other intellectual property rights.

8. All goodwill related to the Debtor's business, including the right to conduct business under the name "Where," "WhereTraveler," Orlando Magazine, Charlotte Magazine, St. Louis Bride and any other names related to the Debtor's trademarks, domain names and websites.
9. All accounting records of the Debtor.
10. All partnership, membership, equity and investment interests of the Debtor in non-publicly traded businesses, including Morris UK, Ltd., MVP Ireland, LLC, MVP Global, LLC, MVP France, LLC, and Best Read Guides Franchise Co., LLC.
11. All claims or causes of action against third parties, including claims against West 45 APF, LLC with respect to its draw in the amount of \$244,523.00 on Debtor's letter of credit related to a lease; provided, however, that Purchaser is not assuming any of the executory contracts or any obligations thereunder.
12. All other assets, properties and rights of the Trustee that are not "Excluded Assets". For this purpose, "Excluded Assets" means only (i) all cash and deposit accounts as of the Petition Date; (ii) any and all accounts funds, whether accounts receivables, licensee payments, or notes payable of the Debtor and/or Estate received from the Petition Date through and include the date of the Closing paid whether paid to or in the possession of the Trustee or Debtor; (iv) any and all claims arising under Chapter 5 of the Bankruptcy Code ("Chapter 5 Claims"), except any and all , if any, Chapter 5 Claims against the Purchaser or its Affiliates shall be released by and through this Agreement; (vi) any and all funds paid or to be paid pursuant to a Bankruptcy Court approved settlement with C2M Media, LLC regardless of the time of the payment; (vii) any and all funds paid or to be paid pursuant to a Bankruptcy Court approved settlement with Program for the Arts, Inc. d/b/a OnMedia Publications regardless of the time of the payment, except Buyer shall be entitled to any and all quarterly payments due and owing for use of the trademark that comes due on or after the Closing Date(vii) all rights of the Trustee under this Agreement.

Exhibit "A-1"

Trademarks

<u>Registered Trademark:</u>	<u>USPTO Reg. No.</u>
WHERE	730450
WHERETRAVELER	3564556
BEST READ GUIDE	2689715
EA BRIDE	5017220
YOUR TRAVELING COMPANION SINCE 1936	3277504
DINING IN PARADISE	3045150
ORLANDO	1304981
CHARLOTTE	2546622
CITY SPIN	2572681
SILVER PLUME AWARDS	2528771



Exhibit "A-2"

Websites, Domains and URLs

Websites:

wheretraveler.com, including subdomains and content.

Domains/URLs:

ddlasvegas.com  
dinedirectlasvegas.com  
innewyork.com  
innewyorkandwhere.com  
innewyorkmagazine.com  
innymag.com  
justaskwhere.com  
mwt.cc  
mywheretraveler.com  
quickguideny.com  
renotahoevisitor.com  
thewherepass.com  
thewherepass.london  
where.news  
where.online  
where.travel  
where10.com  
where10best.com  
where2save.com  
where2saveusa.com  
whereabroad.com  
whereadventure.com  
whereadventurer.com  
whereatlanta.com  
whererecalendar.com  
whererecalendars.com  
whererecollections.com  
whererecollections.net  
whererecreativeservices.com  
whererecreativestudio.com  
wherereals.com  
wherereentertainment.com  
wherereurope.com  
wherereexplore.com  
whererefamily.com  
wherereflights.com  
wherereguestbook.com  
wherereguide.com

whereinsider.com  
wherejacksonville.com  
whereknows.com  
wherelist.com  
wherelondon.co.uk  
wheremagazine.com  
wheremagazines.com  
wherememories.com  
wherenashville.com  
whereneworleans.com  
whereny.com  
wherepass.co.uk  
wherepass.com  
wherepass.london  
wheresresident.com  
wheresresort.com  
wheresrestaurant.com  
wheresrome.it  
wheresf.com  
wheresstlouis.com  
wheretampa.com  
wheretenbest.com  
wheretools.net  
wheretop10.com  
wheretopten.com  
wheretosaveusa.com  
wheretravel.com  
wheretraveler.at  
wheretraveler.be  
wheretraveler.biz  
wheretraveler.bz  
wheretraveler.cc  
wheretraveler.com  
wheretraveler.info  
wheretraveler.me  
wheretraveler.mobi  
wheretraveler.net  
wheretraveler.news  
wheretraveler.nyc  
wheretraveler.org  
wheretraveler.tv  
wheretraveler.us  
wheretraveler.us.com  
wheretravelertools.com  
wheretravelertools.net  
wheretrek.com

wheretrek.com  
wherevacations.com  
whereworldwide.com

<https://www.charlottemagazine.com/>  
<https://www.orlandomagazine.com/>  
<https://www.bridestl.com/>