

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI106206

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cockle Printing Company		03/08/2024	Corporation:
RECEIVING PARTY DATA			
Company Name:	Counsel Press Inc.		
Street Address:	10 East 40th Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4442468	COCKLE	
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:	(512)617-4575		
Email:	bhorner@mcguirewoods.com		
Correspondent Name:	Mr. Beau Horner		
Address Line 1:	300 COLORADO STREET		
Address Line 2:	SUITE 2300		
Address Line 4:	AUSTIN, TEXAS 78701		
NAME OF SUBMITTER:	Beau Horner		
SIGNATURE:	Beau Horner		
DATE SIGNED:	03/20/2024		
Total Attachments: 5			
source=Cockle_Trademark_Assignment_Cockle_Printing_Company_to_Counsel_Press_Inc.#page1.tif			
source=Cockle_Trademark_Assignment_Cockle_Printing_Company_to_Counsel_Press_Inc.#page2.tif			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Assignment*”), dated as of March 8, 2024, is made by and between Cockle Printing Company, a Nebraska corporation (“*Assignor*”), and Counsel Press Inc., a Delaware corporation (“*Assignee*”).

WHEREAS, under the terms of that certain Asset Purchase Agreement dated as of even date herewith, by and among Assignor, Assignee, and the other parties signatory thereto (the “*Purchase Agreement*”), Assignor has conveyed, transferred, and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Assignment, for Assignee’s recording with the United States Patent and Trademark Office (the “*USPTO*”) and similar governmental and registration authorities.

NOW THEREFORE, the parties hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to (i) those trademark applications and registrations identified and set forth on Schedule 1 attached hereto and all trademarks, trade names, logos, and graphics that are the subject thereof or that are variations of any of the foregoing, including without limitation, and all common law rights associated with the foregoing, and (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “*Assigned Trademark Rights*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all past, current, and future royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all past, current, and future claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, current and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the USPTO and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the

Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.

3. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Third Party Beneficiaries.** Nothing in this Trademark Assignment is intended to or shall confer upon any Person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.

5. **Governing Law.** This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

COCKLE PRINTING COMPANY

DocuSigned by:
By: Andrew H. Cockle
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Name: Andrew H. Cockle

Title: President

ASSIGNEE:

COUNSEL PRESS INC.

By: _____

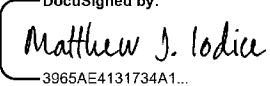
Name: Matthew J. Iodice

Title: President

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNEE:

COUNSEL PRESS INC.

DocuSigned by:

By: 3965AE4131734A1...
Name: Matthew J. Iodice
Title: President

Signature page to Trademark Assignment

Schedule 1

Assigned Trademarks

<u>Trademark</u>	<u>Database</u>	<u>Status</u>	<u>Reg. No./Reg. Date (App. No./App. Date)</u>	<u>Owner Name</u>
<u>COCKLE</u>	<u>U.S. Federal</u>	<u>REGISTERED</u>	<u>Registration No.:</u> 4442468 <u>Registration Date:</u> <u>12/3/2013</u>	<u>COCKLE PRINTING COMPANY, DBA COCKLE LEGAL BRIEFS</u>