

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI74514

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VOX MEDIA, LLC,		02/29/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	CEEWHYDEE, INC.		
Street Address:	8733 Beverly Blvd., #202		
City:	West Hollywood		
State/Country:	CALIFORNIA		
Postal Code:	90048		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5471307	COURAGE IS CONTAGIOUS	
Registration Number:	3697212	OUTSPORTS	
Registration Number:	4236430	OUTSPORTS	
CORRESPONDENCE DATA			
Fax Number:	4154339434		
<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:	4154331099		
Email:	hgs@sfcounsel.com		
Correspondent Name:	Heather Sapp		
Address Line 1:	140 Geary Street		
Address Line 2:	7th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94108		
NAME OF SUBMITTER:	Heather Sapp		
SIGNATURE:	Heather Sapp		
DATE SIGNED:	03/06/2024		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “Agreement”) is entered into as of February 29, 2024 (the “Effective Date”), by and between **VOX MEDIA, LLC**, a Delaware limited liability company with a principal place of business at 1701 Rhode Island Ave NW, Washington, DC 20036 (“Vox Media”) on the one hand, and **CEEWHYDEE, INC.**, a corporation located at 8733 Beverly Blvd., #202, West Hollywood, CA 90048 (“Assignee”).

WHEREAS, Vox Media is the owner of the Outsports website located at www.outsports.com (the “Website”) and certain intellectual property rights and assets associated therewith, namely: (i) the trademarks OUTSPORTS and COURAGE IS CONTAGIOUS (the “Trademarks”); (ii) the four (4) trademark registrations for the Trademarks set forth in Exhibit A of this Agreement (the “Trademark Registrations”); (iii) the Website logos set forth in Exhibit B of this Agreement (collectively, the “Logos”); (iv) any social media handles, credentials and feeds associated exclusively with the Website (the “Social Media Assets”); (v) the Outsports YouTube channel located at www.youtube.com/OutSports, including all of the video content published on the Outsports YouTube channel prior to the Effective Date, and including the logo, channel name, subscribers, and credentials associated with the Outsports YouTube Channel (collectively, the “YouTube Channel”); (vi) text content previously published on the Website and Social Media Assets, excluding any images, photographs, graphics, or comments published in connection with such text content (the “Content Archives”); (vii) the domain name <outsports.com> (the “Domain Name”); and (viii) twenty (20) currently unpublished videos in their entirety on the subject of LGBTQ+ athletes (the “Videos”) created for Vox Media in connection with a production agreement with Apex Exchange, LLC (“Apex”) (all the foregoing collectively, the “Assets”), and the goodwill associated therewith, but excluding any intellectual property associated with the Website that is not within the definition of Assets, including for the avoidance of doubt all rights in and to the Vox Media and SB Nation names, trademarks, and logos, the trade dress of the Website and its design, any elements associated with the Chorus publishing platform, and any other intellectual property owned by Vox Media that is not used exclusively in connection with the OUTSPORTS brand;

WHEREAS, Assignee seeks to acquire all right, title, and interest in and to the Assets, together with the associated goodwill, and Vox Media seeks to assign, transfer, and quitclaim such rights to Assignee;

NOW, THEREFORE, for good and valuable consideration, including Assignee’s license and non-disparagement obligations below, and the mutual promises and covenants contained herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **Assignment of Assets.** Vox Media hereby assigns, transfers, and quitclaims to Assignee Vox Media’s entire right, title, and interest in and to the Assets, free and clear of any liens, in accordance with the terms contained in this Agreement, including the Trademarks, all pending applications and registrations for the Trademarks (including the Trademark Registrations), the common law rights associated therewith, and all rights, claims, and causes of action, if any, for the benefit of Vox Media relating to the Trademarks, including the right to bring suit and recover damages for past infringement. Assignee will remove any reference to the Vox Media and SB Nation names, trademarks, and/or logos from the Website, Social Media Assets, and YouTube Channel, along with any other names, trademarks, and/or logos owned by Vox Media that are not conveyed to Assignee herein, prior to Assignee’s use of the Website, Social Media Assets, and YouTube Channel. Assignee will remove any reference to the Apex name, trademark, and/or logo from the Videos prior to Assignee’s use of the Videos.

2. **Vox Media's Obligations.** On or after the Effective Date, Vox Media will provide Assignee with the following: (i) a JSON data export of the Content Archives, (ii) the logo file for the Website, (iii) the Auth-Code (aka EPP code or transfer code) for the Domain Name, and (iv) the media files for the Videos in MP4 format. On or after the Effective Date, , Vox Media will: (i) assign to Assignee the four (4) Trademark Registrations associated with the Website, (ii) transfer to Assignee the ownership and credentials for the YouTube Channel; and (iii) make commercially reasonable, good faith efforts to effectuate the assignment of the Social Media Assets through the social media providers, and such reasonable good faith efforts shall fulfill Vox Media's obligations with regards to the Social Media Assets.
3. **License to Vox Media.** Assignee hereby grants to Vox Media a limited, irrevocable, royalty free, worldwide, non-exclusive, perpetual license for the continued use of the Assets (a) in any pre-existing feeds, articles, content, or in any manner or medium published, distributed, or authorized by Vox Media prior to the Effective Date of this Agreement, or (b) in an archival format on any new destination or URL as determined by Vox Media, including in any advertising or promotion of content previously created, published, distributed, or authorized by Vox Media, it being mutually understood and agreed that nothing contained herein shall obligate Vox Media to cease use of the Assets in connection with any archival content. Notwithstanding the foregoing, after the Effective Date Vox Media shall not utilize the Assets in connection with any new promotion of its overall, ongoing business.
4. **Non-Disparagement.** Assignee's use of the Assets shall not disparage SB Nation, Vox Media, or any Vox Media properties or employees. Each party agrees that it will not, through use of the Assets or otherwise, disparage the other party or any of its officers, directors, or employees. For the purposes of this Agreement, "disparage" shall mean any negative statement made to the general public, whether written or oral, that is likely to injure Vox Media or its reputation, or those of its officers, directors, or employees.
5. **Representations and Warranties.** Each party represents and warrants that it has the full right, power and authority to enter into, grant the rights, and fully perform the obligations set forth in this Agreement.
6. **Assignee's Responsibility.** Assignee understands and agrees that it shall be responsible for any claims that may result from its use of the Assets after the Effective Date. Assignee understands and agrees that Assignee shall be independently responsible for licensing or clearing any third-party materials that are not included in the assigned Assets, including but not limited to images, photographs, and graphics; Vox Media shall not object to Assignee engaging in direct licensing for such materials with third-party content providers.
7. **Confidentiality.** Assignee shall not disclose the terms of this Agreement to any third party, unless compelled to do so pursuant to a subpoena, court order or other legal requirement.
8. **Governing Law and Jurisdiction.** This Agreement and any action related to it is governed, controlled, interpreted and defined by and under the laws of the State of New York without regard to conflict of law provisions.
9. **Entire Agreement:** This Agreement may be amended only by a written agreement signed by both parties. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. In the event that any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or removed to the minimum extent necessary so that this Agreement will otherwise remain

in full force and effect. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement. This Agreement may be executed in counterparts, and scans and/or digital signatures shall be deemed original and valid.

AGREED AND ACCEPTED:

VOX MEDIA, LLC

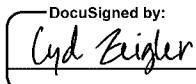
By:  DocuSigned by:
B12952F793F7441...

Name: Brian Leung

Title: General Counsel

Date: 2/29/2024

CEEWHYDEE, INC.

By:  DocuSigned by:
0A579FA79C7D4B2...

Name: Cyd Zeigler

Title: President

Date: 2/29/2024

EXHIBIT A**TRADEMARK REGISTRATIONS**

Country	Trademark	Status	App. Number	Reg. Number	Class(es)
United States	COURAGE IS CONTAGIOUS	Registered	87/521184	5471307	41
United States	OUTSPORTS	Registered	78/915057	3697212	41
United States	OUTSPORTS	Registered	85/479537	4236430	41
Canada	OUTSPORTS	Registered	1553313	TMA849057	16, 25, 41

EXHIBIT B

LOGOS

