OP \$40.00 85168413

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM429898

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Graham Holdings Company		05/23/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Trove, Inc.	
Street Address:	202 E. Huron Street	
City:	Ann Arbor	
State/Country:	MICHIGAN	
Postal Code:	48104	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85168413	TROVE

CORRESPONDENCE DATA

Fax Number: 2026002261

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.

Phone: (202) 600-2270

Email: aspivak@mosaiclegalgroup.com

Correspondent Name: Andrew Spivak c/o Mosaic Legal Group **Address Line 1:** 5185 MacArthur Boulevard, NW, Suite 350

Address Line 4: Washington, D.C. 20016-3341

NAME OF SUBMITTER:	Andrew N. Spivak
SIGNATURE:	/Andrew N. Spivak/
DATE SIGNED:	06/03/2017

Total Attachments: 3

source=TROVE - Trademark Assignment#page1.tif source=TROVE - Trademark Assignment#page2.tif source=TROVE - Trademark Assignment#page3.tif

> TRADEMARK REEL: 006076 FRAME: 0436

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "<u>Assignment</u>") is made and entered into effective as of May 23, 2017 (the "<u>Effective Date</u>") by and between Graham Holdings Company, a Delaware corporation ("<u>Transferor</u>"), and Trove, Inc., a Delaware corporation ("<u>Transferee</u>"). Transferor and Transferee are sometimes referred to herein individually as a ' '<u>Party</u>" and collectively as the "<u>Parties</u>."

RECITALS

WHEREAS, Transferor is the owner of the Assigned Trademark (as defined below); and

WHEREAS, Transferor has agreed to assign, transfer, convey, contribute and deliver to Transferee, and Transferee has agreed to acquire and accept from Transferor, all of Transferor's right, title and interest in and to the Assigned Trademark.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

- 1. Conveyance and Acceptance of Assigned Trademark. Effective as of the Effective Date, (a) Transferor hereby irrevocably, without reservation, assigns, transfers, conveys and delivers to Transferee (and to Transferee's successors and assigns), all of its right, title and interest in and to the trademark "Trove" (U.S. Serial No. 85168413) (the "Assigned Trademark"), including all common law rights therein and all trademark registrations and registration applications for the Assigned Trademark, together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark and all proceeds, benefits, privileges, causes of action and remedies relating to the Assigned Trademark, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Assigned Trademark against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Assigned Trademark, and (b) Transferee hereby accepts such assignment, transfer, conveyance, and delivery of the Assigned Trademark.
- 2. Recordation and Further Actions. Transferor hereby authorizes Transferee to record this Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant governmental authorities. Transferor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademark is properly assigned to Transferee, or any assignee or successor thereto.
- 3. <u>Governing Law.</u> This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

TRADEMARK REEL: 006076 FRAME: 0437

- 4. <u>Successors and Assigns</u>. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.
- 5. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Graham Holdings Company

By: Jacob Maas

Name: Jake Maas

Title: Senior Vice President – Planning and Development

06/02/2017

Trove, Inc.

Name: Guy Suter

RECORDED: 06/03/2017

Title: CEO 06/02/2017

[Signature Page to Trademark Assignment Agreement]

TRADEMARK REEL: 006076 FRAME: 0439