

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM516962

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New York Public Radio		05/19/2018	Non-Profit Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American University		
<b>Street Address:</b>	4400 Massachusetts Ave., NW		
<b>City:</b>	Washington		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20016		
<b>Entity Type:</b>	Corporation: D.C.		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5012896	DCIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2028853285		
<b>Email:</b>	perillo@american.edu		
<b>Correspondent Name:</b>	Justin Perillo		
<b>Address Line 1:</b>	4400 Massachusetts Ave., NW		
<b>Address Line 2:</b>	Office of General Counsel		
<b>Address Line 4:</b>	Washington, D.C. 20016		
<b>NAME OF SUBMITTER:</b>	Justin Perillo		
<b>SIGNATURE:</b>	/Justin Perillo/		
<b>DATE SIGNED:</b>	04/02/2019		
<b>Total Attachments: 3</b>			
source=DCist Trademark Assignment Agreement as signed (01194089xB3D1E)#page1.tif			
source=DCist Trademark Assignment Agreement as signed (01194089xB3D1E)#page2.tif			
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OP \$40.00 5012896

## FORM OF INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment") is made effective as of May 9, 2018.

BETWEEN:

NEW YORK PUBLIC RADIO, a New York nonprofit corporation with an office located at 160 Varick St. New York, NY 10013.

("Assignor")

AND:

American University, a congressionally-chartered nonprofit institution of higher education, located at 4400 Massachusetts Avenue, NW, Washington DC 20016.

("Assignee")

WHEREAS, upon the terms and subject to the conditions of the Asset Purchase Agreement dated as of May 9, 2018 (the "Purchase Agreement") among Assignor and Assignee (as Seller and Buyer, respectively), Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and Assignee has purchased from Assignor, all of Assignor's right, title and interest in certain Assignor Assets that constitute intellectual property, including Intellectual Property Rights therein ("IP Assets");

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, all terms used in this Assignment will have the meanings ascribed to such terms in the Purchase Agreement.
2. Assignment of Intellectual Property. Effective as of May 7, 2018, Assignor has sold, assigned, transferred, conveyed and delivered to Assignee, and Assignee has accepted all right, title and interest in and to all IP Assets, together with the rights to apply for, register and prosecute such IP Assets, and to maintain and record such IP Assets with any Governmental Authority; all of the goodwill associated therewith and symbolized thereby, free and clear of all Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the IP Assets, including, without limitation, the right to compromise, sue for and collect such profits and damages; and the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
3. Seller Trademarks. The following registered trademark is included in the IP Assets to be assigned pursuant to this Assignment (the "Mark"):

DCIST (US Reg. No. 5012896).

4. Representations and Warranties. Assignor represents and warrants that (i) any use of the Marks by Assignor will cease; and (ii) it will not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Mark or Assignee's ownership thereof.

5. Miscellaneous.

(a) Assignor agrees to execute any additional documents required to give effect to this Assignment, including, but not limited to, all documents required to effect this assignment. Assignor further agrees to provide to Assignee all documentation reasonably required by the Assignee to establish its acquired rights in and to the Seller Intellectual Property.

(b) Consideration for the assignment described above shall be in accordance with the Purchase Agreement. This consideration shall be the only consideration provided to Assignor.

(c) This Assignment cannot be terminated or amended, except by the written agreement of the parties.

(d) This Assignment shall be binding on and shall inure to the benefit of Assignor and Assignee, their respective successors and assigns and their respective present and future affiliated and subsidiary companies and licensees.

(e) The provisions of Article VIII of the Purchase Agreement shall apply, *mutatis mutandis*, to this Assignment.

*[Signature Page(s) to Follow]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment Agreement to be executed by their duly authorized representatives as of the date set forth above.

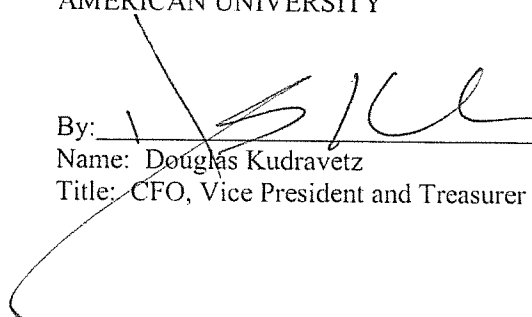
**ASSIGNOR:**

NEW YORK PUBLIC RADIO

By:   
Name: John Chao  
Title: COO

**ASSIGNEE:**

AMERICAN UNIVERSITY

By:   
Name: Douglas Kudravetz  
Title: CFO, Vice President and Treasurer