

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM535512

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pelican Publishing Company, Inc.		07/09/2019	Corporation: LOUISIANA

## RECEIVING PARTY DATA

<b>Name:</b>	Arcadia Publishing Company, Inc.
<b>Street Address:</b>	420 Wando Park Blvd.
<b>City:</b>	Mt. Pleasant
<b>State/Country:</b>	SOUTH CAROLINA
<b>Postal Code:</b>	29464
<b>Entity Type:</b>	Corporation: SOUTH CAROLINA

## PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3135172	CAJUN NIGHT BEFORE CHRISTMAS
Registration Number:	3055378	CAJUN NIGHT BEFORE CHRISTMAS
Registration Number:	2419003	COMPLETE GUIDE TO AMERICAN BED AND BREAK
Registration Number:	2642220	FIREBIRD
Registration Number:	2634649	FIREBIRD PRESS
Registration Number:	2662563	GASTON
Registration Number:	3135168	JACKSON SQUARE PRESS
Registration Number:	3032644	LONE STAR PUBLISHING
Registration Number:	0913693	PELICAN
Registration Number:	1550970	THE MAVERICK GUIDE
Registration Number:	0906249	
Registration Number:	0906250	

## CORRESPONDENCE DATA

Fax Number: 8032559831

*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: 8037992000

Email: meredith.ridley@nelsonmullins.com

Correspondent Name: Nelson Mullins Riley &amp; Scarborough LLP

TRADEMARK

**Address Line 1:** 301 S. College Street  
**Address Line 2:** Suite 2300, IP Department  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** John C. McElwaine

**SIGNATURE:** /John C. McElwaine/

**DATE SIGNED:** 08/06/2019

**Total Attachments: 7**

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**TRADEMARK, ACCOMPANYING REGISTRATIONS,  
AND GOODWILL ASSIGNMENT AGREEMENT**

This Trademark, Accompanying Registrations, and Goodwill Assignment Agreement (this “**Assignment**”) is entered into as of July 24, 2019 (the “**Effective Date**”), by and between Pelican Publishing Company, Inc., a Louisiana corporation with offices at 1000 Burmaster Street, Gretna, LA 70053 (the “**Assignor**”), and Arcadia Publishing Company, Inc., a South Carolina corporation with offices at 420 Wando Park Blvd., Mount Pleasant, SC 29464 (the “**Assignee**”), in accordance with the terms of that certain Asset Purchase Agreement, dated as of July 8, 2019 (the “**Asset Purchase Agreement**”), by and between Assignor and Lezen Acquisition LLC, a New York limited liability company (“**Lezen**”), as assigned by Lezen to Assignee pursuant to that Assignment and Assumption of Asset Purchase Agreement dated the date hereof. Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed in the Asset Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor’s worldwide rights, title and interest in and to the trademarks listed on Exhibit A attached hereto (the “**Marks**”), the application and registrations therefor, any issuances, renewals or extensions of such registrations, any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable, and all rights therein and thereto provided by any applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, together with the goodwill of the business in connection with which the Marks are used and which are symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, or future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Asset Purchase Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Asset Purchase Agreement, and with respect to matters addressed in the Asset Purchase Agreement, but not addressed herein, the parties hereto agree that the terms of the Asset Purchase Agreement shall control.

Assignor hereby represents and warrants to Assignee as follows, as of the date hereof:

- (a) All required filings and fees related to the Marks have been timely filed with and paid to the USPTO and other relevant governmental authorities and authorized registrars, and the Marks are in good standing. Assignor has provided Assignee with true and complete copies of file histories, documents, certificates, office actions, correspondence and other materials related to all such trademark registrations and applications;
- (b) Assignor owns all right, title and interest in and to the Marks, free and clear of liens, security interests and other encumbrances. Assignor is in full compliance with all legal requirements applicable to the Marks and Assignor’s ownership and use thereof;
- (c) To Assignor’s knowledge, no person has infringed, violated or misappropriated, or is infringing, violating or misappropriating, any of the Marks. The Marks are not subject to any claims of infringement, cancellation action or other challenge; and

- (d) Assignor has provided Assignee with true and complete copies of all licenses related to the Marks, if applicable. All such licenses are valid, binding and enforceable between Assignor and the other parties thereto, and Assignor and such other parties are in full compliance with the terms and conditions of such licenses.
- (e) The Marks are not subject to any judgement or co-existence, settlement, or other agreement that imposes any restrictions on how the Marks may be used or displayed.

Assignor agrees to execute and deliver at the request of Assignee, and at Assignee's sole cost and expense, any papers, instruments, affidavits, declarations, powers of attorney and assignments reasonably requested by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the Marks and the applications and registrations therefor and/or to provide evidence to support such assignment in the event such evidence is deemed useful by Assignee.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one instrument.

[Signature Pages Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

**ASSIGNOR:**

PELICAN PUBLISHING COMPANY, INC.,  
a Louisiana corporation

By: Kathleen C. Nettleton

Name: Kathleen C. Nettleton

Title: President

State of Louisiana )

County of Jackson )

Before me, David W. Birdsong a Notary Public in and for the County and State aforesaid, personally appeared Kathleen C. Nettleton, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be President (or other officer authorized to execute the instrument) of Pelican Publishing Company, Inc. the within named Assignor, and that he/she, as such officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his/her capacity as President.

Witness my hand and seal, at office in Metairie, LA, this 9<sup>th</sup> day of July, 2017.

David W. Birdsong  
Notary Public

My Commission Expires: at death

**David W. Birdsong**  
Notary Public LA Bar # 01254  
State of Louisiana  
My Commission is for Life

**ASSIGNEE:**

ARCADIA PUBLISHING COMPANY, INC.  
a South Carolina corporation

By: [Signature]  
Name: David Steinberger  
Title: Chief Executive Officer

State of NY )  
County of NY )

Before me, Michael Ryan, a Notary Public in and for the County and State aforesaid, personally appeared David Steinberger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself/herself to be CEO (or other officer authorized to execute the instrument) of ARCADIA PUBLISHING COMPANY, INC. within named Assignor, and that he/she, as such officer of the Assignor, executed the foregoing instrument for the purposes therein contained, by signing on behalf of the Assignor in his/her capacity as CEO.


2019 Witness my hand and seal, at office in NYC, this 24<sup>th</sup> day of July.

My Commission Expires: \_\_\_\_\_


[Signature]  
Notary Public  
MICHAEL L. RYAN  
Notary Public, State of New York  
No. 02RY6052426  
Qualified in New York County  
Commission Expires December 18, 2020

**EXHIBIT A**

<b>Trademark</b>	<b>Status</b>	<b>Application</b>	<b>Registration</b>	<b>Goods/Services</b>	<b>First Used Date</b>
CAJUN NIGHT BEFORE CHRISTMAS	Registered (08-29-2006)	78572221	3135172	sound recordings featuring children's stories (Class 9); children's books; note cards; greeting cards; and children's books and stuffed toys, stuffed toy animals, plush toys or dolls sold together as a unit (Class 16); Christmas tree ornaments; stuffed toys, stuffed toy animals, plush toys; and dolls (Class 28)	December 31, 1998 (Class 9)  December 31, 1973 (Class 16)
CAJUN NIGHT BEFORE CHRISTMAS	Registered (1-31-2006)	78572291	3055378	entertainment services, namely, organizing and conducting a Christmas display and entertainment program (Class 41)	December 25, 2004 (Class 28)
COMPLETE GUIDE TO AMERICAN BED AND BREAKFAST	Registered Section 2(f) (01-09-2001)	75823015	2419003	series of travel books (Class 16)	January 1, 1986
FIREBIRD	Registered (10-29-2002)	76276711	2642220	printed matter, namely, a series of fiction books on a variety of topics and a series of non-fiction books on a variety of topics (Class 16)	January 09, 1992
FIREBIRD PRESS	Registered (10-15-2002)	76276713	2634649	printed matter, namely, a series of fiction books on a variety of topics and a series of non-fiction books on a variety of topics (Class 16)	January 1, 1998
GASTON	Registered (12-17-2002)	76328619	2662563	series of fiction books; children's books; children's activity books; comic books; cook books; talking	January 1, 1973 (Class 16)

Trademark	Status	Application	Registration	Goods/Services	First Used Date
JACKSON SQUARE PRESS	Registered Section 2(f) (08-29-2006)	78571496	3135168	publishing of books (Class 41)	December 31, 1972
LONE STAR PUBLISHING	Registered (12-20-2005)	76502046	3032644	publishing services, namely, publication of books, magazines, journals, newsletters and periodicals (Class 41)	May 29, 2001
PELICAN	Registered (06-08-1971)	72363069	0913693	books and pamphlets (Class 16)	January 1, 1939
THE MAVERICK GUIDE	Registered (08-08-1989)	73770172	1550970	series of travel books (Class 16)	May 1, 1977
	Registered (1-19-1971)	72363067	0906249	books (Class 16)	January 1, 1967



Trademark	Status	Application	Registration	Goods/Services	First Used Date
	Registered (1-19-1971)	72363068	0906250	books and pamphlets (Class 16)	January 1, 1936