

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555672

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Atlantic Monthly Group LLC		12/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bloomberg L.P.		
Street Address:	731 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4740464	CITYLAB	
Registration Number:	4530861	CITYLAB	
CORRESPONDENCE DATA			
Fax Number:	9175222727		
<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:	2123182000		
Email:	Trademarks@bloomberg.net		
Correspondent Name:	Aimee Nassau Gardiner - Bloomberg L.P.		
Address Line 1:	731 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Aimee Nassau Gardiner		
SIGNATURE:	/Aimee Nassau Gardiner/		
DATE SIGNED:	01/02/2020		
Total Attachments: 2			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("Assignment"), effective as of December 31, 2019 (the "Effective Date"), is by and between The Atlantic Monthly Group LLC, a Delaware limited liability company, ("Assignor") and Bloomberg L.P., a Delaware limited partnership ("Assignee") (collectively, the "Parties").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of December 6, 2019 (the "Purchase Agreement") pursuant to which Assignor is selling to assignee the Assets (as defined in the Purchase Agreement), including but not limited to all intellectual property listed in Schedule A to the Purchase Agreement (the "Intellectual Property").

WHEREAS Assignor is the owner of the Intellectual Property, including but not limited to the trademarks and service marks listed below in Paragraph 1, and has agreed to assign its rights in the Intellectual Property to Assignee and Assignee wishes to receive such assignment from Assignor.

NOW, THEREFORE, in consideration of the covenants, terms and conditions contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby transfers, assigns, conveys and delivers to Assignee, its successors and assigns, and Assignee hereby acquires, accepts and receives from Assignor, all of Assignor's rights, title, goodwill, and interest in, to and under the Intellectual Property including but not limited to the following trademarks and service marks:

CITYLAB - USPTO Reg. No. 4740464

CITYLAB - USPTO Reg. No. 4530861

CITYLAB - common law mark

CITYLAB UNIVERSITY - common law mark

#CITYLABONTHEGROUND - common law mark

#HAPPYHOURLAB - common law mark (collectively, the "Trademarks")

and the right to conduct business under the Intellectual Property, and all rights to sue, counterclaim and collect damages and payments for claims of past, present and future infringements, unfair competition or misappropriations thereof, and all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks or the Intellectual Property.

2. Attorney in Fact. Assignor hereby irrevocably constitutes and appoints Assignee, its successors and assigns, and the officers and agents thereof, its true-and-lawful attorney in

fact in its name and in its stead to execute and deliver any and all documents, instruments and certificates and to take such other action as Assignee deems necessary or appropriate in order to enforce for its own benefit all intellectual property rights.

3. Recordation. Assignor consents to recordation of this Assignment by Assignee with the U.S. Patent and Trademark Office. Assignor agrees to execute, acknowledge and deliver any affidavits or documents reasonably requested and prepared by Assignee, to provide testimony (at Assignee's expense), and to perform any other acts reasonably necessary to carry out the intent of this Assignment.

4. Governing Law. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the United States of America and the State of Delaware applicable to contracts made and performed therein, without regard to any choice-of-law principle that would dictate the application of the laws of another jurisdiction. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts located in New York County, the State of New York.

5. Construction. In the event of any conflict, inconsistency or incongruity between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall, in all respects, govern and control. All capitalized terms used herein which are not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date first written above.

ASSIGNOR:

THE ATLANTIC MONTHLY GROUP LLC

By: Aretae Wyler
Aretae Wyler
Chief Operating Officer

ASSIGNEE:

BLOOMBERG L.P., a Delaware Limited Partnership

By: M. Scott Havens
M. Scott Havens
Authorized Signatory