# CH \$40.00 419

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM580089

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the nature of conveyance and receiving party previously recorded on Reel 006528 Frame 0574. Assignor(s) hereby confirms the assignment of the entire interest and goodwill to Dothan TV LLC.

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
WDFX, LLC		01/02/2019	Limited Liability Company: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Dothan TV LLC	
Street Address:	201 Monroe Street	
Internal Address:	RSA Tower, 20th Floor	
City:	Montgomery	
State/Country: ALABAMA		
Postal Code:	Code: 36104	
Entity Type:	ntity Type: Limited Liability Company: VIRGINIA	

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	4198146	WDFX

#### **CORRESPONDENCE DATA**

**Fax Number:** 2124796275

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:** 2124796000

Email: vcaba@cooley.com

Correspondent Name: Veronica Caba c/o Cooley LLP

**Address Line 1:** 1299 Pennsylvania Avenue, NW, Suite 700

Address Line 4: Washington, D.C. 20004

NAME OF SUBMITTER:	Veronica Caba
SIGNATURE:	/VC/
DATE SIGNED:	06/08/2020

### **Total Attachments: 5**

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TRADEMARK REEL: 006955 FRAME: 0506

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## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM505961

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MEBBER assignment
	01/03/2019

#### CONVEYING PARTY DATA

	Name	Formerly	Execution Date	Entity Type
V	VDFX, LLC		01/02/2019	Limited Liability Company:
-				DELAWARE

#### RECEIVING PARTY DATA

Name:	Flaycom Media, the Dothan TV LLC		
Street Address:	201 Monroe Street		
Internal Address:	RSA Tower, 20th Floor		
City:	Montgomery		
State/Country:	ALABAMA		
Postal Code:	36104		
Entity Type:	Corporation: DELAWARE VIVGINIO		

#### PROPERTY NUMBERS Total: 1

8				۰
on on one	Property Type	Number	Word Mark	The second
00000000	Registration Number:	4198146	WDFX	

#### CORRESPONDENCE DATA

Fax Number:

2124796275

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:

2124796000

Email:

vcaba@cooley.com

Correspondent Name:

Veronica Caba c/o Cooley LLP

Address Line 1:

1299 Pennsylvania Ave N.W., Suite 700

Address Line 4:

Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	501852-186
NAME OF SUBMITTER:	Veronica Caba
SIGNATURE:	/VC/
DATE SIGNED:	01/15/2019

## Total Attachments: 22

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#### ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of January 2, 2019 (the "Effective Date"), is made and delivered by Gray Television, Inc., a Georgia corporation ("Seller"), and Seller's subsidiary WDFX, LLC, a Delaware limited liability company ("Assignor"), to Greensboro TV, LLC, a Virginia limited liability company ("Buyer"), and Buyer's subsidiary Dothan TV LLC, a Virginia limited liability company ("Assignee").

WHEREAS, in accordance with the Asset Purchase Agreement, dated August 20, 2018, by and among Buyer, Seller and certain other parties thereto (the "Purchase Agreement"), Seller, on behalf of Assignor, agreed to transfer, convey, and assign certain Trademarks to Assignee, including those registered Trademarks set forth on Exhibit A (the "Registered Marks"). Capitalized terms used in this Assignment and not otherwise defined herein will have the meanings given to such terms in the Purchase Agreement.

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement and for the consideration set forth herein:

- 1. <u>Assignment of Registered Marks</u>. Effective as of the Effective Date, Assignor does hereby assign, convey and deliver to Assignee free and clear of all Encumbrances, other than the Permitted Encumbrances, all of Assignor's right, title and interest in and to the Registered Marks, along with all goodwill associated therewith, to have and to hold the same unto Assignee, its successors and assigns forever.
- 2. Conflicts. This Assignment is being executed and delivered pursuant to, and subject to the terms and conditions of, the Purchase Agreement and nothing contained herein shall be construed to limit, terminate or expand the representations, warranties, covenants and agreements set forth in the Purchase Agreement or in that certain Bill of Sale and Assignment and Assumption made and delivered by Seller to Buyer pursuant to the Purchase Agreement and effective as of the Effective Date (the "Bill of Sale"). Notwithstanding anything to the contrary herein, in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall govern and control; and in the event of any conflict between this Assignment and the Bill of Sale, this Assignment shall govern and control.
- 3. <u>Further Assurances</u>. Each party hereto shall use commercially reasonable efforts to take, or cause to be taken, all such actions and to do, or cause to be done, all things necessary, proper or advisable to carry out the purposes of this Assignment, including executing and delivering such certificates, instruments and documents as the other party may reasonably request.
- 4. <u>Binding Effect; Amendments</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. No modification, amendment or waiver of any provision of, or consent or approval requested by, this Assignment, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by the parties hereto.

- 5. Governing Law. This Assignment shall be governed by and construed under and in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof and any other principle that could result in the application of the laws of any other jurisdiction.
- 6. <u>Counterparts</u>. This Assignment may be executed in multiple counterparts, and by facsimile transmission or electronic mail in pdf form, each of which will be deemed an original and all of which taken together will constitute but a single instrument.

[End of document.]

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

SELLER:

GRAY TELEVISION, INC.

By: GD Jalm ty Name: Ellerand, Yelverton Title: yp

ASSIGNOR:

WDFX, LLC

By: GBUCLWAND Name: Ellehann B. Yelverton -Title: VP

# EXHIBIT A

MARK	JURISDICTION	REGISTRATION NUMBER	REGISTRATION DATE
WDFX	United States of America	4198146	8/28/12

TRADEMARK REEL: 006955 FRAME: 0512

**RECORDED: 06/08/2020**