

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM593746

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ENTITY CONVERSION		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National Journal Group, Inc.		01/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NATIONAL JOURNAL GROUP LLC		
<b>Street Address:</b>	600 New Hampshire Ave NW		
<b>City:</b>	Washington, D.C.		
<b>State/Country:</b>	D.C.		
<b>Postal Code:</b>	20037		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0917681	NATIONAL JOURNAL	
<b>Registration Number:</b>	1605498	THE ALMANAC OF AMERICAN POLITICS	
<b>Registration Number:</b>	2674725	LAST CALL	
<b>Registration Number:</b>	2671914	EARLYBIRD	
<b>Registration Number:</b>	2671922	THE HOTLINE	
<b>Registration Number:</b>	2671942	HOUSE RACE HOTLINE	
<b>Registration Number:</b>	3224050	NATIONAL JOURNAL GROUP	
<b>Registration Number:</b>	3200719	GLOBAL SECURITY NEWSWIRE	
<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>	(202)266-7756		
<b>Email:</b>	aprevatt@atlanticmedia.com		
<b>Correspondent Name:</b>	Allison E Prevatt		
<b>Address Line 1:</b>	600 New Hampshire Ave NW		
<b>Address Line 2:</b>	8th Floor - Legal		
<b>Address Line 4:</b>	Washington, D.C. 20037		
<b>NAME OF SUBMITTER:</b>	Allison E. Prevatt		
<b>SIGNATURE:</b>	/Allison E. Prevatt/		

OP \$215.00 0917681

**DATE SIGNED:**

08/24/2020

**Total Attachments: 14**

source=LLC Agreement of National Journal Group LLC#page1.tif  
source=LLC Agreement of National Journal Group LLC#page2.tif  
source=LLC Agreement of National Journal Group LLC#page3.tif  
source=LLC Agreement of National Journal Group LLC#page4.tif  
source=LLC Agreement of National Journal Group LLC#page5.tif  
source=LLC Agreement of National Journal Group LLC#page6.tif  
source=LLC Agreement of National Journal Group LLC#page7.tif  
source=LLC Agreement of National Journal Group LLC#page8.tif  
source=LLC Agreement of National Journal Group LLC#page9.tif  
source=LLC Agreement of National Journal Group LLC#page10.tif  
source=LLC Agreement of National Journal Group LLC#page11.tif  
source=LLC Agreement of National Journal Group LLC#page12.tif  
source=LLC Agreement of National Journal Group LLC#page13.tif  
source=LLC Agreement of National Journal Group LLC#page14.tif

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
NATIONAL JOURNAL GROUP LLC**

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is adopted, executed and entered into effective as of January 1, 2017, by and between National Journal Group LLC, a Delaware limited liability company (the "Company"), and Atlantic Media, Inc., a Delaware corporation and the sole member of the Company (the "Member").

WHEREAS, the Company was converted into a Delaware limited liability company upon the execution and filing of a Certificate of Formation and Certificate of Conversion with the Delaware Secretary of State, each effective as of 11:59 p.m. on December 31, 2016 pursuant to the Delaware Limited Liability Company Act, as amended (the "Act");

WHEREAS, the Member is the sole member of the Company; and

WHEREAS, the Member and the Company desire to enter into this Agreement to govern the business and affairs of the Company and set forth in full the Member's full rights and obligations with respect to the Company.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Member, hereby intending to be legally bound, agrees as follows:

I.

OFFICES AND PURPOSES; DEFINITIONS

A. Principal Office. The principal office of the Company shall be at such place as the Board of Managers may designate from time to time, which need not be in the State of Delaware, and the Company shall maintain records there. The Company may have such other offices as the Board of Managers may designate from time to time.

B. Foreign Qualifications. The Member, each Manager (as defined in Section III.C.) and each officer is authorized to execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

C. Purposes. The Company has been formed for the following purposes:

1. To provide certain literary and publishing services to customers of the business and to perform such other obligations and duties as are imposed upon the Company under this Agreement and the other agreements contemplated hereby;

2. To fulfill such other purposes as may be determined by the Member from time to time; and

3. To engage in any other lawful act or activities permitted under the Act as the Member deems necessary or advisable.

## II. MEMBER AND FINANCIAL MATTERS

A. Identity of Member: Membership Interests. The sole member of the Company is the Member. The Member shall own one hundred percent (100%) of the membership interests of the Company.

B. Limitation of Liability of Member and Others. Except as otherwise required by applicable law, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated individually for any such debt, obligation or liability of the Company solely by reason of being a member.

C. Capital Contributions. The Member shall make capital contributions to the Company in such amounts as it may determine.

D. Distributions. The Company shall make distributions to the Member from time to time in such amounts as the Member shall determine. Notwithstanding the foregoing, no distribution shall be declared or paid unless, after the distribution is made, the Company's assets exceed the Company's liabilities. Liabilities to the Member on account of its membership interest shall not be a Company liability for purposes of this section.

E. Profits and Losses. All profits and losses of the Company shall be allocated solely to the Member.

F. Accounting and Books of Account. The accounts, books and records of the Company shall be maintained at the principal office of the Company. The Company's books shall be closed and balanced at the end of each fiscal year.

G. Banking. All funds of the Company shall be deposited in its name in one or more separate accounts with such banks, savings and loan associations, or trust companies as shall be designated by the Member or Board of Managers. Funds of the Member or any other Persons shall not be deposited in such Company accounts. The funds in such accounts shall be used solely for the business of the Company. As used in this Agreement, "Person" means a natural person, partnership (whether general or limited), limited liability company, trust, estate, association (including any group, organization, co-tenancy, plan, board, council or committee), corporation, government (including a country, state, county or any other governmental subdivision, agency or instrumentality), custodian, nominee, business unit or any other individual or entity (or series thereof) in its own or any representative capacity, in each case, whether domestic or foreign.

III.  
MANAGEMENT

A. General. Except as set forth herein, the Member delegates to the Board of Managers (as defined in Section III.C.) the authority to make all decisions regarding the operation and management of the Company and the Board of Managers shall have the authority to delegate to any officer of the Company such authority as set forth herein.

B. Requiring Consent of the Member. In addition to any other actions that require Member approval pursuant to the Act, no Manager or officer of the Company may take any of the following actions without the prior written approval of the Member:

1. the admission of any new member;
2. any consolidation or merger of the Company or sale of all or substantially all of the properties or assets of the Company;
3. any recapitalization, reclassification, reorganization or other matter affecting the capital structure of the Company or any of its subsidiaries;
4. any change in the organizational documents of the Company or any of its subsidiaries;
5. acquire through a merger or consolidation any other corporation, partnership, limited liability company or other organization (an "Entity"), or purchase all or substantially all of the assets or intellectual property of an Entity, in each case having a value in excess of \$5,000,000;
6. file for bankruptcy for the Company or any of its subsidiaries, or consent to any bankruptcy filed against the Company or any of its subsidiaries;
7. increase or decrease the authorized number of Managers constituting the Board of Managers;
8. cause the Company or any of its subsidiaries to incur any indebtedness that (A) is convertible into membership interests of the Company or any shares of capital stock, membership interests or partnership interests of any of its subsidiaries, (B) is secured by a substantial portion of the assets of the Company or any of its subsidiaries, or (C) equals or exceeds \$500,000 in the aggregate; or
9. the institution or settlement of any material litigation or claims.

C. Board of Managers.

1. Board of Managers Establishment and Composition. The Member, in accordance with, and subject to, the terms and conditions of its operating agreement, hereby determines that as of the date hereof, the board of managers of the Company (the "Board of

Managers”) shall consist of up to six (6) managers (each, a “Manager”). The Member hereby appoints the following individuals to serve as Managers of the Company:

- a. David G. Bradley
- b. Katherine B. Bradley
- c. Michael Finnegan
- d. Kevin Turpin

Any Manager may be removed, with or without cause, and replaced at any time and from time to time by the Member. Each Manager elected, designated or appointed by the Member shall hold office until a successor is elected and qualified or until such Manager's earlier death, resignation, expulsion or removal. Managers need not be a Member.

2. Board of Managers. Except for cases in which the approval of the Member is expressly required by this Agreement or by nonwaivable provisions of applicable law, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed solely under the direction of, the Board of Managers, and the Board of Managers shall have authority to make all decisions regarding the operation and management of the Company, except as specifically delegated to an officer of the Company by resolution of the Board of Managers. All decisions of the Board of Managers shall be made by majority vote of the Managers with each Manager having one vote. The fact that one or more Managers may have an interest in any decision shall not invalidate such decision, which shall be binding upon the Company and the Member.

3. Board of Managers Meetings. The Chairman of the Board of Managers or any two Managers may call a meeting of the Board of Managers by giving written notice of such meeting to each other Manager at least two Business Days prior to the date thereof. Such notice shall specify the date, time, and place of the meeting and shall set forth an agenda of items to be discussed or acted upon at the meeting.

4. Quorum for Meetings of the Board of Managers. The presence in person or by proxy of a majority of the Managers shall constitute a quorum for the transaction of business at a meeting of the Board of Managers. No action of the Board of Managers shall be valid in the absence of a quorum, except as provided herein.

5. Waiver of Notice. Attendance of a Manager at any meeting of the Board of Managers shall constitute a waiver of notice of such meeting, except when a Manager attends for the express purpose of objecting to the transaction of any business because such meeting has not been duly called.

6. Written Action Without a Meeting; Telephone Meetings. Any action required or permitted to be taken at any meeting of the Board of Managers may be taken without a meeting if consent in writing to such action is provided by a sufficient number of Managers whose votes are necessary to approve such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Managers. Written notice of any such

action shall be delivered by the Company to any Manager who did not execute such written consent. Action by written consent shall have the same force and effect as a vote of the Managers. Managers may participate in any meeting of the Board of Managers by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting.

7. Proxies. Each Manager (including the Chairman) may appear and vote at any meeting of the Board of Managers, and may execute waivers of notice, consents, or approvals, through the agency of one or more persons, provided such agents are authorized to so act on behalf of such Manager by the terms of a written proxy which has been executed by such Manager and delivered to the Secretary. The Secretary shall cause such written proxies to be filed with the books and records of the Company.

8. Committees of Managers.

a. The Board of Managers may designate one or more committees, each committee to consist of one or more of the Managers. The Board of Managers may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

b. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another member of the Board of Managers to act at the meeting in the place of any such absent or disqualified member.

c. Any such committee, to the extent provided in the resolution of the Board of Managers, shall have and may exercise all the powers and authority of the Board of Managers in the management of the business and affairs of the Company. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Each committee shall keep regular minutes of its meetings and report the same to the Board of Managers when required.

D. Officers. The Board of Managers may, from time to time, delegate to one or more individuals such authority and duties as the Board of Managers deems advisable. In addition, the Board of Managers may assign titles (including, without limitation, chairman of the board, chief executive officer, president, chief operating officer, chief financial officer, vice president, secretary, assistant secretary, treasurer or assistant treasurer) to any individuals and delegate to such individuals certain authority and duties. Any number of titles may be held by the same individuals. The salaries or other compensation, if any, of such individuals shall be fixed from time to time by the Board of Managers. Any delegation may be revoked at any time by the Board of Managers, in its sole and absolute discretion. As of the date hereof, the officers of the Company are as follows, each of whom is elected to the office set forth opposite his or her name to serve until his or her resignation or earlier removal by the Board of Managers:

<u>Name</u>	<u>Title(s)</u>
David G. Bradley	Chairman and Treasurer
Katherine B. Bradley	Secretary
Kevin Turpin	President

IV.  
DISSOLUTION AND LIQUIDATION

A. Causes of Dissolution. The Company shall terminate and be dissolved on such date as may be determined by the Member.

B. Procedure Upon Dissolution.

1. Upon the dissolution of the Company, the Liquidation Manager appointed pursuant to Section IV.C. hereof shall immediately commence to wind up the Company's affairs, and shall proceed with reasonable promptness to liquidate the business of the Company.

2. If the Company is dissolved while its business is in progress, the winding up of the affairs of the business of the Company may include completion of any work in progress and any contracts in existence on the date of dissolution.

3. Except as otherwise required by the Act, upon the dissolution of the Company, the assets of the Company shall be liquidated, and the proceeds from such liquidation, together with assets distributed in kind, shall be applied in the following order:

a. To the payment of debts and liabilities of the Company to creditors in the order of priority provided by law, and the expenses of dissolution and liquidation;

b. To the establishment of any reserves that the Liquidation Manager may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company arising out of or in connection with the Company; such reserves shall be held in trust by the Liquidation Manager for the purpose of disbursing such reserves in payment of contingencies and, at the expiration of such period as the Liquidation Manager shall deem advisable, to distribute the balance of the trust corpus in the manner hereinafter provided; and

c. To the Member.

C. Liquidation Manager. Upon dissolution of the Company, the Member shall appoint a "Liquidation Manager" to carry out the winding up of the Company.

D. Powers of the Liquidation Manager. The Liquidation Manager shall have full power and authority to, and shall, wind up the business and affairs of the Company, including without limiting the generality of the foregoing, full power and authority to:

1. Sell, transfer, hypothecate, pledge or otherwise encumber or dispose of all or any part of the Company's assets for cash or a cash equivalent at such price and on such terms as the Liquidation Manager shall determine to be necessary, appropriate or desirable in order to accomplish an orderly and prompt liquidation of the Company at the most favorable price and on



the most favorable terms reasonably obtainable, provided that such sale, transfer, hypothecation, pledge, disposition or encumbrance of any such asset is in accordance with Section IV hereof;

2. Represent and act for and on behalf of the Company in all matters, including, without limitation, the power and authority to engage professional and technical services including, without limitation, accountants, attorneys, appraisers, brokers and auctioneers, and to institute and defend any legal proceedings that may be pending or brought by or against the Company;

3. Prepare, execute, file, record, and publish on behalf of the Member and the Company any agreements, documents or instruments relating to the dissolution and winding up of the business and affairs of the Company;

4. Pay or otherwise settle or discharge all of the debts, liabilities and other obligations of the Company;

5. Distribute to the Member any of the Company's assets, including without limitation, the proceeds of any sale of assets remaining after payment of debts, liabilities and other obligations in accordance with Section IV.B; and

6. Take all other action necessary, appropriate or incidental to the foregoing powers or to the performance of the duties of the Liquidation Manager under this Agreement.

E. Duties of Liquidation Manager. The Liquidation Manager shall devote such time as he deems reasonably necessary to liquidate or wind up the Company in the manner provided in this Section IV. In addition, the Liquidation Manager shall:

1. Arrange for an independent certified public accountant to supervise a complete inventory and accounting of the Company's assets and liabilities as of the date of dissolution;

2. Notify each of the Company's known creditors of the Company's dissolution; and

3. Prepare, file, publish and record in a timely manner all appropriate agreements, documents and instruments, including federal and state tax returns, to reflect the dissolution and termination of the Company and the cessation of the use of its name; obtain any necessary or desirable permits or other authorizations, including, without limitation, tax rulings relating to the dissolution and winding up of the Company or the disposition of its business, assets and goodwill; and, to the extent required by law, cancel any existing authorizations, licenses or permits and resolve or dispose of other matters relating to the dissolution and winding up as required by law and consistent with the purposes and provisions of this Agreement. In the performance of these duties, the Liquidation Manager shall act diligently, honestly and in good faith and shall account to the Member for any benefit or profits derived from transactions connected with the liquidation and winding up.

F. Contributions for Deficiencies. The Member shall not have any obligation to restore a deficit balance in its capital account at any time, and such deficit shall not be considered as owed to the Company or any other Person for any purpose whatsoever.

V.  
INDEMNIFICATION

A. Limitation on Liability. To the fullest extent permitted by the Act, as the same exists or as may hereafter be amended from time to time, or by any other applicable law, a Manager shall not be personally liable to the Company for monetary damages for breach of fiduciary duty as a Manager. If the Act or any other law of the State of Delaware is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a Manager shall be eliminated or limited to the fullest extent permitted by the Act or such other law, as so amended.

B. Right to Indemnification in Actions, Suits or Proceedings other than by or in the Right of the Company. Subject to Section V.E., to the fullest extent permitted by the Act, as the same exists or as may hereafter be amended from time to time, or by any other applicable law, the Company (i) shall indemnify any member or manager of the Company and (ii) shall have the option to indemnify any other employee or agent of the Company (each person (x) indemnified under preceding clause (i) or (y) that the Company elects to indemnify under preceding clause (ii), an "Indemnified Person"), who was or is made or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of the fact that such Indemnified Person is or was a member, manager, employee or agent of the Company, or is or was serving at the request of the Company as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, non-profit entity or other enterprise, including service with respect to employee benefit plans, against all liability, loss suffered, expenses (including attorneys' fees), judgments, fines and amounts paid in settlement (collectively, "Liabilities") actually and reasonably incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal Proceeding, had no reasonable cause to believe that his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that such Indemnified Person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal Proceeding, had reasonable cause to believe that his or her conduct was unlawful.

C. Right to Indemnification in Actions, Suits or Proceedings by or in the Right of the Company. Subject to Section V.E., to the fullest extent permitted by the Act, as the same exists or as may hereafter be amended from time to time, or by any other applicable law, the Company shall indemnify any Indemnified Person who was or is made or is threatened to be made a party to or is otherwise involved in any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of the fact that such Indemnified Person is or was a member or manager of the Company, or is or was serving at the request of the Company as a director,

officer, member, manager employee or agent of another corporation, limited liability company, partnership, joint venture, trust, non-profit entity or other enterprise, including service with respect to employee benefit plans, against all Liabilities actually and reasonably incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company; except that no indemnification shall be made with respect to any claim, issue or matter as to which such Indemnified Person shall have been adjudged to be liable for gross negligence or willful misconduct toward the Company unless and only to the extent that the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such Indemnified Person is fairly and reasonably entitled to indemnity for such Liabilities which the court shall deem proper.

D. Costs; Charges and Expenses. Notwithstanding the other provisions of this Section V, to the extent that an Indemnified Person has been successful on the merits or otherwise, including without limitation the dismissal of a Proceeding without prejudice, in the defense of any Proceeding referred to in Section V.B. and Section V.C. above, or in the defense of any claim, issue or matter therein, such Indemnified Person shall be indemnified against all Liabilities actually and reasonably incurred by such Indemnified Person or on his or her behalf in connection therewith.

E. Authorization of Indemnification. Any indemnification under this Section V (unless ordered by a court) shall be made by the Company unless a determination is made by the Member that indemnification of the Indemnified Person is not proper because such Indemnified Person has not met the applicable standards of conduct set forth in Section V.B. and Section V.C. above.

F. Good Faith Defined. For purposes of any determination under this Section V, a person shall be deemed to have acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal Proceeding, to have had no reasonable cause to believe that his or her conduct was unlawful, if such person's action is based on the records or books of account of the Company or another enterprise, or on information supplied by the officers of the Company or another enterprise in the course of their duties, or on the advice of legal counsel for the Company or another enterprise or on information or record given or reports made to the Company or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or another enterprise. The term "another enterprise" as used in this Section V shall mean any other corporation or any partnership, joint venture, trust, non-profit entity or other enterprise of which such person is or was serving at the request of the Company as a director, officer, member, manager, employee or agent of another corporation, limited liability company, partnership, joint venture, trust, non-profit entity or other enterprise, including service with respect to employee benefit plans. The provisions of this Section V shall not be deemed to be exclusive or to limit in any way the circumstances by which a person may be deemed to have met the applicable standards of conduct set forth in Section V.B. and Section V.C., as the case may be.

G. Indemnification by a Court. Notwithstanding any contrary determination in the specific case set forth in Section V.E., and notwithstanding the absence of any determination

thereunder, any person may apply to any court of competent jurisdiction for indemnification to the extent otherwise permissible under Section V.B. and Section V.C. The basis of such indemnification by a court shall be a determination by such court that indemnification of such person is proper in the circumstances because such person has met the applicable standards of conduct set forth in Section V.B. and Section V.C., as the case may be. Notice of any application for indemnification pursuant to this Section V.G. shall be given to the Company promptly upon the filing of such application.

H. Advancement of Costs, Charges and Expenses. Costs, charges and expenses (including attorneys' fees) incurred by an Indemnified Person in defending a Proceeding (including investigations by any government agency) and all costs, charges and expenses incurred in preparing for any threatened Proceeding shall be paid by the Company in advance of the final disposition of such Proceeding; provided, however, that the payment of such costs, charges and expenses incurred by an Indemnified Person in his or her capacity as a member or manager (and not in any other capacity in which service was or is rendered by such person while a member or manager) in advance of the final disposition of such Proceeding shall be made only upon receipt of an undertaking by or on behalf of the Indemnified Person to repay all amounts so advanced in the event that it shall ultimately be determined as provided elsewhere in this Section V that such Indemnified Person is not entitled to be indemnified by the Company as authorized in this Section V. No security shall be required for such undertaking and such undertaking shall be accepted without reference to the recipient's financial ability to make repayment. The repayment of such Liabilities incurred by other employees and agents of the Company which are paid by the Company in advance of the final disposition of such Proceeding as permitted by this Section V.H. may be required upon such terms and conditions, if any, as the Member deems appropriate. The Member may, in the manner set forth above, and subject to the approval of such Indemnified Person, authorize the Company's counsel to represent such person in any Proceeding, regardless of whether the Company is party to such Proceeding.

I. Procedure for Indemnification. Any indemnification under Section V.B., Section V.C. and Section V.D. of this Section V or advancement of costs, charges and expenses under Section V.H. shall be made promptly, and in any event within sixty (60) days, upon the written request of the Indemnified Person directed to the Member of the Company. The right to indemnification or advances granted in this Section V shall be enforceable by the Indemnified Person in any court of competent jurisdiction if the Company denies such request, in whole or part, or if no disposition thereof is made within sixty (60) days. Such person's costs and expenses incurred in connection with successfully establishing such Indemnified Person's right to indemnification or advances, in whole or in part, in any such action shall also be indemnified by the Company. It shall be a defense to any such action (other than an action brought to enforce a claim for advancement of costs, charges and expenses under Section V.H. in which the required undertaking, if any, has been received by the Company) that the claimant has not met the standards of conduct set forth in Section V.B. and Section V.C., but the burden of proving that such standards of conduct have not been met shall be on the Company. Neither the failure of the Company (including its independent legal counsel and its members) to have made such a determination prior to the commencement of such action that indemnification of the claimant is proper given the circumstances because such person has met the applicable standards of conduct set forth in Section V.B. and Section V.C., nor the fact that there has been an actual determination by the Company (including its independent legal counsel and its members) that the

claimant has not met such applicable standards of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standards of conduct.

J. Non-Exclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by or granted pursuant to this Section V shall not be deemed to be exclusive of any other rights to which a person seeking indemnification or advancement of expenses may be entitled under any agreement, contract, vote of members or pursuant to the direction (howsoever embodied) of any court of competent jurisdiction or otherwise, both as to action in such person's official capacity and as to such person's action in another capacity while holding such office, it being the policy of the Company that indemnification of the persons specified in Section V.B. and Section V.C. shall be made to the fullest extent permitted by law. The provisions of this Section V shall not be deemed to preclude the indemnification of any person who is not specified in Section V.B. and Section V.C. of this Section V but whom the Company has the power or obligation to indemnify under the provisions of the Act, or otherwise. Accordingly, the Company may, to the extent authorized from time to time by the Member, grant rights to indemnification, and to the advancement of expenses, to any employee or agent of the Company to the fullest extent of the provisions of this Section V with respect to the indemnification and advancement of expenses of Managers and officers of the Company.

K. Meaning of "Company" for Purposes of Section V. For purposes of this Section V, references to the "Company" shall include, in addition to the resulting company, any constituent entity (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent entity, or is or was serving at the request of such constituent entity as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, non-profit entity or other enterprise, including service with respect to employee benefit plans, shall stand in the same position under the provisions of this Section V with respect to the resulting or surviving corporation as he or she would have with respect to such constituent entity if its separate existence had continued.

L. Other Indemnification. The Company's obligation, if any, to indemnify any Indemnified Person shall be reduced by any amount such Indemnified Person may collect as indemnification from any other corporation, partnership, limited liability company, joint venture, trust, organization, non-profit entity or other enterprise.

M. Insurance. The Company may purchase and maintain insurance on behalf of any Indemnified Person against any Liabilities asserted against such Indemnified Person and incurred by such Indemnified Person in any such capacity, or arising out of his or her status as such, whether or not the Company would have the power or the obligation to indemnify such Indemnified Person against such liability under the provisions of this Section V.

N. Effect of Amendment, Repeal or Modification. Any amendment, repeal or modification of this Section V shall not adversely affect any right or protection of any person existing at, or increase the liability of any person with respect to any act or omission occurring prior to, the time of such amendment, repeal or modification.

O. Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Section V shall, unless otherwise provided when authorized or ratified, continue as to any person who has ceased to be a member, manager, employee or agent of the Company and shall inure to the benefit of the heirs, executors and administrators of such person.

## VI. TRANSFER

A. Transfer. The Member may sell, hypothecate, pledge, assign or otherwise transfer any part or all of its membership interests in the Company to any other person. In the event the Member transfers its entire membership interest, the transferee(s) shall become a member without any further action, unless the Member and the transferee agree otherwise.

## VII. MISCELLANEOUS

A. Successors. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the Member.

B. Interpretation and Construction. The headings of the Articles and Sections of this Agreement have been inserted for convenience of reference only and shall not be deemed to be a part of this Agreement. Words such as "herein," "hereof," "hereby," "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular Section of this Agreement, unless the context clearly indicates otherwise.

C. Severability. In the event any provision of this Agreement shall finally be determined to be unlawful or unenforceable, such provision shall be deemed to be severed from this Agreement, and every other provision of this Agreement shall remain in full force and effect.

D. Complete Agreement. This Agreement sets forth the entire understanding of the Member and the Company relating to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of the Member.

E. Third Parties. This Agreement is not intended to, and shall not, create any rights in or confer any benefits upon anyone other than the parties hereto and their permitted successors and assigns.

F. Governing Law; Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to the conflicts of laws provisions thereof.

G. Waiver. The waiver by the Member of any matter provided for herein shall be effective only if made in writing signed by the Member, but such waiver shall not be deemed to be a waiver of any other such matter.

H. Amendment of this Agreement. Any amendment to this Agreement must be effected by the consent of the Member.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been approved, executed and delivered to be effective as of the date first above written.

**COMPANY:**

**NATIONAL JOURNAL GROUP LLC**

By: 

Name: David G. Bradley

Title: Chairman and Treasurer

**MEMBER:**

**ATLANTIC MEDIA, INC.**

Sole Member

By: 

Name: David G. Bradley

Title: President