

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616241

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Julie Grau		12/21/2020	INDIVIDUAL:
Cindy Spiegel		12/21/2020	INDIVIDUAL:
RECEIVING PARTY DATA			
Name:	Spiegel & Grau, LLC		
Street Address:	41 West 83rd Street, Ste. 3B		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10024		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3578948	SPIEGEL & GRAU	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(212) 245-6565		
Email:	sgrossman@lpmny.com		
Correspondent Name:	Stacy J. Grossman		
Address Line 1:	Levine Plotkin & Menin LLP		
Address Line 2:	888 Seventh Avenue, 10th Floor		
Address Line 4:	New York, NEW YORK 10106		
NAME OF SUBMITTER:	Stacy J. Grossman		
SIGNATURE:	/Stacy J. Grossman/		
DATE SIGNED:	12/23/2020		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made and entered into as of this 21st day of December, 2020 by and between Julie Grau, an individual with an address at 41 West 83rd Street, Apt. 7B, New York, New York 10024 and Cindy Spiegel, an individual with an address at 41 West 83rd Street, Apt. 3B, New York, New York 10024 (collectively, "Assignor") on the one hand, and Spiegel & Grau, LLC, a New York limited liability company with an address at 41 West 83rd Street, Ste. 3B, New York, New York 10024 ("Assignee") on the other.

WHEREAS, Assignor is the owner of all right, title and interest in the trade name and trademark SPIEGEL & GRAU, including without limitation the trademark SPIEGEL & GRAU (and Design), registered under U.S. Trademark Registration No. 3578948 (the "Registered Trademark"), which Registered Trademark was assigned by Penguin Random House LLC ("PRH") to Assignor pursuant to the Trademark License Agreement by and between Assignor and PRH dated as of July 13, 2020 (the "PRH Trademark Agreement"), as well as all domain names and social media handles associated therewith (the "Domains") (collectively, the "Trademark"); and

WHEREAS, Assignor has agreed to sell, convey, assign and transfer to Assignee, and Assignee has agreed to accept, all of Assignor's right, title and interest in the Trademark, along with any common law rights related thereto, in accordance with the terms of this Assignment.

NOW, THEREFORE, in consideration of the promises and mutual obligations set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Assignment.** Subject to the terms and conditions set forth in this Assignment, Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademark and any and all goodwill of the business symbolized thereby, including all common law rights and rights therein provided by international conventions and treaties, and in the registrations thereto (including, without limitation, the right to renew any registrations, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademark, and any priority right that may arise from the Trademark) and in and to any and all claims whether in law or in equity, for past and future infringement or dilution of the Trademark, for past and future acts of unfair competition related to said Trademark, and for any and all other past and future acts related to said Trademark and giving rise to any remedy by statute or otherwise, the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made. For the avoidance of doubt, the rights being assigned herein relate to the use of the names Spiegel and Grau or the initials S and G together, in connection with the business of the Assignor, and not the use of either name individually. Further, the Assignment does not restrict Assignors' respective right in her individual name, and Assignor shall retain the right to use her individual name or any portion thereof for personal purposes, and following the termination of either of Assignor's employment for any reason, there shall be no restriction whatsoever on such Assignor's right to use her individual name or any portion

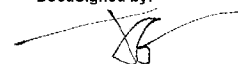
or version thereof for any purpose, so long as Assignors' names are no longer combined, in the publishing realm, multimedia realm or for any related purpose, and provided that such use of an Assignor's individual name does not otherwise create a "likelihood of confusion" (as that term is understood under US Trademark Law), as to the source of the goods or services in question.

2. **Warranties.** Each of the parties represents and warrants that it has the authority to enter into this Assignment. Assignor makes no other warranties, express or implied, with respect to the Trademark.
3. **PRH.** Assignee acknowledges and agrees that Assignor has previously granted PRH a limited right to use the Registered Trademark in accordance with the terms set forth in the PRH Trademark Agreement, a copy of which is attached hereto as Exhibit A (the "PRH Agreement"). Assignor hereby assigns the PRH Trademark Agreement to Assignee, and Assignee hereby agrees to accept such assignment and to the assumption of all obligations of Assignor thereunder, subject to and effective upon PRH's written consent to such assignment, which Assignor will use its best efforts to obtain promptly following the execution hereof. Until such time as the assignment of the PRH Agreement to Assignee is effective, Assignor shall retain such rights in the Registered Trademark and related rights as are necessary for Assignor to continue to grant the rights set forth in the PRH Agreement to PRH and otherwise fulfill Assignor's obligations thereunder. Notwithstanding any other provision of this Assignment, Assignee acknowledges and agrees that the Trademark is being assigned subject to the terms of the PRH Agreement.
4. **Further Assurances.** Assignor shall take all further actions, and provide to Assignee all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee, at Assignee's cost and expense, to more fully and effectively effectuate the purpose of this Assignment, including, without limitation, with respect to the implementation or perfection of this Agreement in all applicable jurisdictions throughout the world, including the execution and delivery of assignments in recordable form necessary to assign such rights.
5. **Direction to Record.** Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any other applicable countries, to record Assignee as the assignee and owner of the Trademark.

[Signature Page Follows]

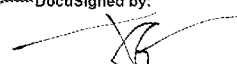
IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date first written above by its duly authorized representative.

Julie Grau (Assignor)

DocuSigned by:

9704AC62AE8B4E0...

Cindy Spiegel (Assignor)

Spiegel & Grau, LLC (Assignee)

DocuSigned by:

9704AC62AE8B4E0...

By: Julie Grau
Its: Chief Executive Officer

[Signature page to Trademark Assignment]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed as of the date first written above by its duly authorized representative.

Julie Grau (Assignor)

Cindy Spiegel (Assignor)

DocuSigned by:

Celina Spiegel

Spiegel & Grau, LLC (Assignee)

By: Julie Grau
Its: Chief Executive Officer

[Signature page to Trademark Assignment]