

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM688931

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MagSmith, LLC		07/16/2021	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Author Solutions, LLC		
Street Address:	1663 Liberty Drive		
Internal Address:	Suite 200		
City:	Bloomington		
State/Country:	INDIANA		
Postal Code:	47403		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3875146	SIX-WORD MEMOIRS	
Registration Number:	3966168	ONE LIFE. SIX WORDS. WHAT'S YOURS?	
Registration Number:	3648983	SIX-WORD MEMOIR	
Registration Number:	4493918	SIX-WORD MEMOIRS	
CORRESPONDENCE DATA			
Fax Number:	3176845173		
<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:	3176845362		
Email:	trademark@boselaw.com		
Correspondent Name:	Jennifer Day, Bose McKinney & Evans LLP		
Address Line 1:	111 Monument Circle		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Jennifer L. Day		
SIGNATURE:	/Jennifer L. Day/		
DATE SIGNED:	11/18/2021		
Total Attachments: 5			

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), is made and delivered as of July 16, 2021 by and among **MagSmith, LLC**, a New Jersey limited liability company (“**MagSmith**” or “**Seller**”) and **Author Solutions, LLC**, a Delaware limited liability company (“**Buyer**”) (each a “**Party**” and, collectively, the “**Parties**”).

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of the date hereof, by and among Seller and Buyer, pursuant to which, subject to the terms and conditions set forth therein, among other things, Seller has agreed to sell, transfer, assign, convey and deliver the Acquired Assets to Buyer, and Buyer has agreed to assume the Assumed Liabilities from Seller (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has agreed to sell, transfer, assign, convey and deliver all right, title, and interest in and to the Acquired Assets to Buyer;

WHEREAS, the Acquired Assets include, among other assets, certain intellectual property of Seller, and Seller has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, Seller agrees as follows:

1. **Definitions.** All capitalized terms used in this Agreement but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer all of Seller’s right, title, and interest in and to the following:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the “**Assigned Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

3. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, upon Buyer's reasonable request, Seller shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Buyer, or any assignee or successor thereto; provided that the cost of any of the foregoing steps and actions shall be paid by Buyer.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Acquired Assets and Assumed Liabilities are incorporated herein by reference. Nothing in this Agreement, express or implied, is intended to or shall be construed to supersede, modify, expand or limit in any way the representations, warranties, covenants, agreements, indemnities or any other terms of the Purchase Agreement, all of which remain in full force and effect to the full extent provided therein. To the extent that any provision of this Agreement conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern. Nothing contained in this Agreement is intended to limit any of the rights or remedies available to the Parties under the Purchase Agreement.

5. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. Section 6.4 of the Purchase Agreement is hereby incorporated by reference, *mutatis mutandi*, as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

EXECUTION

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

MAGSMITH LLC

By: _____

Name: Larry Smith

Title: Sole Member and Manager

Address for Notices:

EXECUTION

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

MAGSMITH LLC

By: 

Name: Larry Smith

Title: Sole Member and Manager

Address for Notices:

SCHEDULE 1

Assigned Trademarks

United States Trademark Registrations

Mark and Registration Number	Registration Number	Status and Filing Date
SIX-WORD MEMOIRS Disclaims: "MEMOIRS"	Reg: 3875146 Serial: <u>77897255</u> Supplemental Reg.: 77897255	Registered Renewal: 01/26/2021 Affidavits: 8 Reg: 11/09/2010 Filed: 12/18/2009
ONE LIFE. SIX WORDS. WHAT'S YOURS?	Reg: 3966168 Serial: <u>85140205</u>	Registered Affidavits: 8; 15 Reg: 05/24/2011 Pub: 03/08/2011 Filed: 09/28/2010
SIX-WORD MEMOIR Disclaims: MEMOIR	Reg: 3648983 Serial: <u>77373727</u> Supplemental Reg.: 77373727	Registered Renewal: 03/04/2019 Affidavits: 8 Reg: 06/30/2009 Filed: 01/16/2008
SIX-WORD MEMOIRS Disclaims: "MEMOIRS"	Reg: 4493918 Serial: <u>85915133</u> 2(f) claim: 85915133	Registered Affidavits: 8; 15 Reg: 03/11/2014 Pub: 09/03/2013 Filed: 04/25/2013