

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM708143

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Page Publishing-Newco, LLC		12/22/2021	Limited Liability Company: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Page Publishing Group, LLC		
<b>Street Address:</b>	101 Tyrellan Avenue, Suite 330		
<b>City:</b>	Staten Island		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10309		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4529067	PAGE PUBLISHING	
<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>	8047757791		
<b>Email:</b>	shiers@mcguirewoods.com		
<b>Correspondent Name:</b>	Christel E. Harlacher		
<b>Address Line 1:</b>	800 E. Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Christel E. Harlacher		
<b>SIGNATURE:</b>	/Christel E. Harlacher/		
<b>DATE SIGNED:</b>	02/14/2022		
<b>Total Attachments: 4</b>			
source=Page-Publishing-Newco LLC - Page Publishing Group LLC IP Assignment Agreement#page1.tif			
source=Page-Publishing-Newco LLC - Page Publishing Group LLC IP Assignment Agreement#page2.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Agreement**”) is made as of December 22, 2021 by and among Page Publishing-Newco, LLC, a New York limited liability company (“**Assignor**”) and Page Publishing Group, LLC, a Delaware limited liability company (“**Assignee**” and together with Assignor, the “**Parties**”).

### RECITALS

WHEREAS, Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee all of Assignor’s right, title and interest in and to the assets identified on Schedule I attached hereto (the “**Transferred Intellectual Property**”), subject in each case to the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, assigns, transfers, and conveys to Assignee and Assignee’s successors and assigns all of Assignor’s right, title and interest in and to the Transferred Intellectual Property, including (a) all rights of action accrued thereunder and the ability to otherwise fully and entirely stand in the place of Assignor in all matters related thereto, including all rights to pursue claims for past infringement or misappropriation of the Transferred Intellectual Property and seek damages therefor, and (b) with respect to any: (x) inventions, design rights, or patent rights included or disclosed in the Transferred Intellectual Property, (i) any and all common law rights and registrations and applications therefor, and any renewals, reexams, reissues, and foreign counterparts thereof, and (ii) all other patents and patent applications that directly or indirectly and wholly or partially claim priority thereto or therefrom, or have a common priority claim therewith; and (y) trademarks or trade names in the Transferred Intellectual Property, (i) any and all common law rights and registrations and applications therefor, and any renewals and extensions of registrations for such trademark, and (ii) all goodwill associated therewith or symbolized thereby.

2. Upon Assignee’s reasonable request, Assignor will execute perform such actions, execute such instruments, and provide such other assistance necessary to perfect Assignee’s rights in and to the Transferred Intellectual Property assigned under this Agreement and, at Assignee’s request, in actions requested by Assignee in order to register, protect, maintain, and enforce such rights.

3. This Agreement shall be binding upon and inure solely to the benefit of Assignor and Assignee and their respective successors and assigns. Assignee may assign this Agreement in whole or in part to any subsequent owner of the Transferred Intellectual Property.

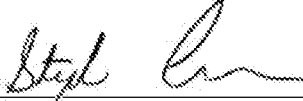
4. Construction and interpretation of this Agreement shall be governed by the Laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. This Agreement may not be waived or amended except by an instrument in writing signed on behalf of each of the parties hereto.

5. This Agreement may be executed in multiple counterparts, each of which when executed shall be deemed to be an original but both of which when taken together shall constitute one and the same agreement.

The Parties to this Agreement have caused it to be executed and delivered as of the date first written above.

**ASSIGNOR:**

**PAGE PUBLISHING-NEWCO, LLC**

By:  \_\_\_\_\_

Name: Stephen Canino  
Its: Chief Executive Officer

**ASSIGNEE:**

**PAGE PUBLISHING GROUP, LLC**

By: \_\_\_\_\_

Name: Drew Bagot  
Its: President

The Parties to this Agreement have caused it to be executed and delivered as of the date first written above.

**ASSIGNORS:**

**PAGE PUBLISHING-NEWCO, LLC**

By: \_\_\_\_\_  
Name: Stephen Canino  
Its; Chief Executive Officer

**ASSIGNEE:**

**PAGE PUBLISHING GROUP, LLC**

By: Drew Bagot  
Name: Drew Bagot  
Its; President

**SCHEDULE I**

Transferred Intellectual Property

Trademark Registration No. 4529067, filed with the U.S.P.T.O. on Sep. 14, 2013, registered May 13, 2014.

Schedule I - Intellectual Property Assignment Agreement

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