

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842972

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southwestern Publishing House, Inc.		06/30/2023	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Capen Publishing Company, Inc.		
Street Address:	4440 Edison Street		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92117		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3681426	BECKON BOOKS	
Registration Number:	3686964	BECKON BOOKS	
Registration Number:	5762507	BEST OF THE BEST	
Registration Number:	4928950	BLUE SNEAKER PRESS	
Registration Number:	2007786	COOKBOOK MARKETPLACE	
Registration Number:	3301263	CORPORATE AMERICA'S PUBLISHER	
Registration Number:	0800717	FAVORITE RECIPES	
Registration Number:	3238684	FRP	
Registration Number:	3219257	FRP COOKBOOK UNIVERSITY	
Registration Number:	4632709	HISTORIC HOSPITALITY	
Registration Number:	4300085	HISTORIC HOSPITALITY	
Registration Number:	5762509	PRESERVING AMERICA'S FOOD HERITAGE	
Registration Number:	3319126	THE BOOKSMITH GROUP	
CORRESPONDENCE DATA			
Fax Number:	6158008918		
<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:	615-800-8919		
Email:	amy@everhartlawfirm.com		

OP \$340.00 3681426

Correspondent Name: Amy J. Everhart
Address Line 1: 202 Fifth Avenue South
Address Line 4: Franklin, TENNESSEE 37064

NAME OF SUBMITTER: Amy J. Everhart

SIGNATURE: /Amy J. Everhart/

DATE SIGNED: 09/29/2023

Total Attachments: 7

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**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS, ACCOMPANYING
REGISTRATIONS, AND GOODWILL**

THIS ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS, ACCOMPANYING REGISTRATIONS, AND GOODWILL (this "Assignment") is entered into as of June 30, 2023 (the "Effective Date"), by and between **Southwestern Publishing House, Inc. f/k/a Southwestern Publishing Group, Inc.**, a Tennessee corporation with principal corporate offices at 2451 Atrium Way, Nashville, Tennessee 37214 (the "Assignor"), and **Capen Publishing Company, Inc.**, a California corporation with principal corporate offices at 4440 Edison Street, San Diego, California 92117 (the "Assignee"), in accordance with the terms of that certain Asset Purchase Agreement, dated as of June 30, 2023, by and between Assignor and Assignee (the "Asset Purchase Agreement"). Capitalized terms used in this Assignment and not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, all of Assignor's worldwide rights, title and interest in and to the trademarks and service marks identified in Exhibit A attached hereto (collectively, the "Marks"), the registrations therefor, any issuances, renewals or extensions of such registrations, and all rights therein and thereto provided by any applicable law, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and the resulting right to recover damages, profits, restitution and injunctive and other legal and equitable relief for past, present, and future infringements or unauthorized uses thereof, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms, provisions, conditions and limitations set forth in the Asset Purchase Agreement, and this Assignment is not intended to alter the rights or obligations of the parties to the Asset Purchase Agreement. In the event of any inconsistencies between the terms of this Assignment and the terms of the Asset Purchase Agreement, and with respect to matters addressed in the Asset Purchase Agreement but not addressed herein, the parties hereto agree that the terms of the Asset Purchase Agreement shall control.

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

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Signatures follow on next page.)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

SOUTHWESTERN PUBLISHING
HOUSE, INC., f/k/a Southwestern
Publishing Group, Inc.,

By _____

Name: _____

Title: _____

ASSIGNEE:

CAPEN PUBLISHING COMPANY,
INC.


By _____

Name: Christopher G. Capen

Title: _____




EXHIBIT A
TO
ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS, ACCOMPANYING
REGISTRATIONS, AND GOODWILL



United States Registrations

	MARK	REGISTRATION NO.	REGISTRATION DATE	GOODS/SERVICES
1.	BECKON BOOKS	3681426	09/08/2009	Non-fiction books on a variety of topics (Class 16)
2.	BECKON BOOKS	3686964	09/22/2009	Book-publishing services (Class 41)
3.	BEST OF THE BEST	5762507	05/28/2019	Series of non-fiction books in the field of cooking and recipes (Class 16) Book publishing (Class 41)
4.	BLUE SNEAKER PRESS	4928950	03/29/2016	Children's books (Class 16) Publication of books (Class 41)
5.	COOKBOOK MARKETPLACE	2007786	10/15/1996	Wholesale distributorships featuring cookbooks (Class 42)
6.	CORPORATE AMERICA'S PUBLISHER	3301263	10/02/2007	Publication of books (Class 41)
7.	FAVORITE RECIPES	800717	12/21/1965	Recipe books (Class 16)
8.	FRP	3238684	05/08/2007	Books, namely, cookbooks and children's books (Class 16) Consulting services in the field of marketing books (Class 35) Book-publishing services (Class 41)
9.	FRP COOKBOOK UNIVERSITY	3219257	03/20/2007	Providing information and instruction in the field of cookbook publishing (Class 41)
10.		4632709	11/04/2014	Books in the field of travel and recreation, hotels and resorts, food, and entertainment (Class 16) Book publishing; Publication of books and written articles in the field of travel and recreation, hotels and resorts, food, and entertainment (Class 41)

	MARK	REGISTRATION NO.	REGISTRATION DATE	GOODS/SERVICES
11.	HISTORIC HOSPITALITY	4300085	03/12/2013	Books in the field of travel and recreation, hotels and resorts, food, and entertainment (Class 16) Book publishing; Publication of books and written articles in the field of travel and recreation, hotels and resorts, food, and entertainment (Class 41)
12.	PRESERVING AMERICA'S FOOD HERITAGE	5762509	05/28/2019	Series of non-fiction books in the field of cooking and recipes (Class 16) Book publishing (Class 41)
13.	THE BOOKSMITH GROUP	3319126	10/23/2007	Book-publishing services (Class 41)

Unregistered Marks

	MARK
1.	BECKON BOOKS (AND DESIGN)  BECKON BOOKS
2.	BLUE SNEAKER PRESS (AND DESIGN)  Blue Sneaker Press
3.	FAVORITE RECIPES PRESS (AND DESIGN)  Favorite Recipes® Press
4.	GREENWICH PUBLISHING
5.	GREENWICH PUBLISHING (AND DESIGN)

	MARK
	 <p data-bbox="716 401 984 457">GREENWICH PUBLISHING</p>
6.	<p data-bbox="526 512 1170 541">HISTORIC HOSPITALITY BOOKS (AND DESIGN)</p> <p data-bbox="646 600 1049 653"><i>Historic Hospitality Books</i></p>
7.	<p data-bbox="708 716 987 745">QUAIL RIDGE PRESS</p>
8.	<p data-bbox="607 785 1089 814">QUAIL RIDGE PRESS (AND DESIGN)</p>  <p data-bbox="643 919 1065 949">QUAIL RIDGE PRESS</p> <p data-bbox="630 957 1073 989"><i>Preserving America's Food Heritage</i></p>
9.	<p data-bbox="769 1058 922 1087">MEET ME...</p>

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

SOUTHWESTERN PUBLISHING
HOUSE, INC., f/k/a Southwestern
Publishing Group, Inc.,

By C. Johstone

Name Cynthia D. Johstone

Title: Exec VP + Treasurer

ASSIGNEE:

CAPEN PUBLISHING COMPANY,
INC.

By _____

Name: Christopher G. Capen

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by an individual thereto duly authorized, all as of the Effective Date.

ASSIGNOR:

SOUTHWESTERN PUBLISHING
HOUSE, INC., f/k/a Southwestern
Publishing Group, Inc.,


By _____

Name: _____

Title: _____

ASSIGNEE:

CAPEN PUBLISHING COMPANY,
INC.

By  _____

Name: Christopher G. Capen

Title: PRESIDENT & CEO