

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI107567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brooklyn Magazine LLC		03/20/2024	Limited Liability Company: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Brooklyn Media Enterprises, LLC		
Street Address:	168 39th Street		
Internal Address:	7th Floor		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11232		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87349844	BROOKLYN MAGAZINE	
Serial Number:	97319012	BROOKLYN MAGAZINE	
CORRESPONDENCE DATA			
Fax Number:	2125097239		
<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:	2125093900		
Email:	trademark@msk.com		
Correspondent Name:	Eleanor M. Lackman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	53317-00001		
NAME OF SUBMITTER:	DIANA GIRARDI		
SIGNATURE:	DIANA GIRARDI		
DATE SIGNED:	03/20/2024		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Assignment Agreement”) is made and entered into as of March 20, 2024 (“Effective Date”), by and between Brooklyn Magazine LLC, a New York limited liability company (“Assignor”), and Brooklyn Media Enterprises, LLC, a Delaware limited liability company (“Assignee”). All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor owns those certain trademarks (including, but not limited to, the United States trademarks set forth on **SCHEDULE A** (attached hereto and incorporated herein by this reference)), trade dress, service marks, certification marks, logos, slogans, trade names, brand names, corporate names, assumed names, business names and other indicia of origin, including, without limitation, any registrations and applications therefor, any renewals of the registrations, and all other corresponding rights that are or may be secured under applicable law now or hereafter in effect, each of the foregoing related to or used in connection with operating the Business (collectively, the “Marks”); and

WHEREAS, Assignee desires to acquire all right, title, and interest in and to the Marks, and the goodwill associated therewith, in connection with that certain Asset Purchase Agreement, by and between Assignor, on the one hand, and Assignee, on the other hand, dated as of the Effective Date.

NOW, THEREFORE, for good and valuable consideration paid by Assignee, receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor’s right, title and interest in and to the Marks, including all issuances, extensions, and renewals thereof, together with the goodwill of the Business symbolized by the Marks, and the rights to any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable in connection with any of the Marks, and to sue and collect damages and/or profits for past, present, and future infringements or other violations of the rights in the Marks.

Assignor hereby expressly authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Assignment Agreement upon request by Assignee.

This Assignment Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same agreement. Copies of executed signature pages delivered by facsimile or other electronic means (i.e., .pdf or .tif) shall, for all purposes, be deemed originals.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment Agreement as of the Effective Date.

BROOKLYN MAGAZINE LLC

By: Michael A. Bassik

Name: Michael A. Bassik

Title: President

BROOKLYN MEDIA ENTERPRISES, LLC

By: _____
Jeffrey B. Gewirtz
Authorized Person

[Signature Page to Trademark Assignment and Assumption Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Assignment Agreement as of the Effective Date.

BROOKLYN MAGAZINE LLC

By: _____
Name: Michael A. Bassik
Title: President

BROOKLYN MEDIA ENTERPRISES, LLC

By:  _____
Jeffrey Gewirtz (Mar 4, 2024 17:38 EST)
Jeffrey B. Gewirtz
Authorized Person

[Signature Page to Trademark Assignment and Assumption Agreement]

SCHEDULE A

Marks

	<u>TRADEMARK</u>	<u>APPLICATION/ REGISTRATION NUMBER</u>
1.	BROOKLYN MAGAZINE	97/319,012
2.	BROOKLYN MAGAZINE	5,305,957