

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636641

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Boardroom, Inc. d/b/a/ Bottom Line Inc.		03/31/2021	Corporation:

RECEIVING PARTY DATA

Name:	Belvoir Media Group, LLC
Street Address:	535 Connecticut Ave.
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06854
Entity Type:	Limited Liability Company: CONNECTICUT

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	88767074	BOTTOM LINE PUBLICATIONS
Serial Number:	87755276	BOTTOMLINEINC
Registration Number:	5545625	BL
Registration Number:	5181049	BOTTOMLINEINC LIFE INSIDER
Registration Number:	5181048	BOTTOMLINEINC MONEY INSIDER
Registration Number:	5181047	BOTTOMLINEINC HEALTH INSIDER
Registration Number:	4924441	HEALTH INSIDER FROM BOTTOM LINE HEALTH
Registration Number:	4919584	MONEYSWORTH
Registration Number:	4760021	BOTTOM LINE
Registration Number:	4164411	BOTTOM LINE PERSONAL
Registration Number:	3299121	BOTTOM LINE EXPERTS
Registration Number:	3137174	BOTTOM LINE RETIREMENT
Registration Number:	2877540	BOTTOM LINE SECRETS
Registration Number:	2902406	BOTTOM LINE'S DAILY HEALTH NEWS
Registration Number:	3513353	BOTTOM LINE WEALTH
Registration Number:	3252798	BOTTOM LINE INFORMATION
Registration Number:	3057998	BOTTOM LINE
Registration Number:	2983440	BOTTOM LINE/PERSONAL
Registration Number:	2368185	BOTTOM LINE PUBLICATIONS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2834721	BOTTOM LINE BOOKS
Registration Number:	2605165	BOTTOMLINEPUBS
Registration Number:	2148643	BOTTOM LINE
Registration Number:	2877541	BOTTOM LINE BUSINESS
Registration Number:	1240265	BOTTOM LINE PERSONAL
Registration Number:	2142989	BOTTOM LINE PERSONAL
Registration Number:	5545096	BOTTOMLINEINC

CORRESPONDENCE DATA

Fax Number:

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.

Email: bpolito@cozen.com

Correspondent Name: Brianne L. Polito

Address Line 1: 3 WTC, 175 Greenwich Street 55th Floor |

Address Line 4: New York, NEW YORK 10007

NAME OF SUBMITTER:	Brianne L. Polito
SIGNATURE:	/Brianne L. Polito/
DATE SIGNED:	04/02/2021

Total Attachments: 5

source=Belvoir Boardroom Trademark Assignment 03 31 2021#page1.tif
source=Belvoir Boardroom Trademark Assignment 03 31 2021#page2.tif
source=Belvoir Boardroom Trademark Assignment 03 31 2021#page3.tif
source=Belvoir Boardroom Trademark Assignment 03 31 2021#page4.tif
source=Belvoir Boardroom Trademark Assignment 03 31 2021#page5.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, dated effective as of March 31, 2021 (“Effective Date”), is made by **Boardroom, Inc. d/b/a Bottom Line Inc.**, a Connecticut corporation (“Seller”) located at 3 Landmark Square, Suite 201, Stamford CT 06901 in favor of **Belvoir Media Group, LLC**, a Connecticut limited liability company located at 535 Connecticut Avenue, Norwalk, CT 06854 (“Buyer”), the purchaser of certain assets of Seller pursuant to the Asset Purchase and Sale Agreement dated as of March 3, 2021, as amended March 31, 2021, (together, the “Asset Purchase Agreement”) (Seller and Buyer are hereinafter collectively referred to as the “Parties”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller irrevocably **ASSIGNS, CONVEYS, TRANSFERS, and DELIVERS** to Buyer, its successors and assigns, all of the Seller’s right, title, and interest in and to the following:
 - a. the trademark registrations and trademark applications set forth on the Schedule attached 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; provided that, with respect to the United States intent-to-use trademark applications set forth on the Schedule attached hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or that portion of the business to which the trademarks pertain, and that business is ongoing and existing;
 - 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.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Seller hereby agrees, at the request and expense of Buyer, to take such steps and actions, and provide such 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 any other documents as Buyer or its successors or assigns or legal representatives may reasonably request to evidence, secure, effect, or perfect the assignment of the Assigned Trademarks to Buyer or to its successors or assigns.
3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. 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.
5. 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.
6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Connecticut, without giving effect to any choice or conflict of law provision or rule (whether of the State of Connecticut or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

EXECUTED as of the date first written above.

SELLER: Boardroom Inc. d/b/a Bottom Line Inc.,
a Connecticut corporation

Leonard J. Bibbo Jr.
Name: Leonard J. Bibbo Jr.
Title: Chief Financial Officer

STATE OF ~~CONNECTICUT~~ ^{KEN} Colorado §
COUNTY OF Arapahoe §

The foregoing instrument was executed before me, the undersigned Notary Public, this 31ST
day of March, 2021 by Leonard J. Bibbo Jr. of Boardroom, Inc.,
a Connecticut corporation on behalf of the corporation.

Katheryn Eva Hanson
Notary Public

Printed Name: Katheryn Eva Hanson

KATHERYN EVA HANSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124015148
MY COMMISSION EXPIRES 03/16/2024

SCHEDULE

Jurisdiction	Trademark	Appl. No./ Reg. No.	Owner	Status
United States	BOTTOM LINE PUBLICATIONS	88767074	Boardroom Inc. DBA Bottom Line Inc.	Pending
	BOTTOMLINEINC	87755276	Boardroom Inc.	Abandoned March 8, 2021
	BL	5545625	Boardroom Inc. DBA Bottom Line Inc.	Registered
	BOTTOMLINEINC	5545096	Boardroom Inc. DBA Bottom Line Inc.	Registered
	BOTTOMLINEINC LIFE INSIDER	5181049	Boardroom Inc. DBA Bottom Line Inc	Registered
	BOTTOMLINEINC MONEY INSIDER	5181048	Boardroom Inc. DBA Bottom Line Inc.	Registered
	BOTTOMLINEINC HEALTH INSIDER	5181047	Boardroom Inc. DBA Bottom Line Inc	Registered
	HEALTH INSIDER FROM BOTTOM LINE HEALTH	4924441	Boardroom Inc. DBA Bottom Line Inc	Registered
	MONEYSWORTH	4919584	Boardroom Inc. DBA Bottom Line Inc	Registered
	BOTTOM LINE	4760021	Boardroom Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE PERSONAL	4164411	Boardroom Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE EXPERTS	3299121	Boardroom Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE RETIREMENT	3137174	Boardroom Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE SECRETS	2877540	Boardroom Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE'S DAILY HEALTH NEWS	2902406	Boardroom Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE WEALTH	3513353	Boardroom, Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE INFORMATION	3252798	Boardroom, Inc.	Registered
	BOTTOM LINE	3057998	Boardroom, Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE/PERSONAL	2983440	Boardroom, Inc.	Registered
	BOTTOM LINE PUBLICATIONS	2368185	Boardroom, Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE BOOKS	2834721	Boardroom Inc. DBA Bottom Line Inc.	Registered

	BOTTOMLINEPUBS	2605165	Boardroom, Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE	2148643	Boardroom, Inc. DBA Bottom Line, Inc.	Registered
	BOTTOM LINE BUSINESS	2877541	Boardroom Inc.	Registered
	BOTTOM LINE PERSONAL	1240265	Boardroom, Inc.	Registered
	BOTTOM LINE PERSONAL	2142989	Boardroom, Inc. DBA Bottom Line Inc.	Registered
	BOTTOM LINE PUBLICATIONS	2368185	Boardroom, Inc.	Registered
Canada	BOTTOM LINE BUSINESS	TMA490345	Boardroom, Inc.	Registered
	BOTTOM LINE PERSONAL	TMA457062	Boardroom, Inc.	Registered
European Union	BOTTOM LINE PERSONAL	003200111	Boardroom, Inc.	Registered
United Kingdom	BOTTOM LINE HEALTH	UK00903200094	Boardroom, Inc.	Registered
	BOTTOM LINE PERSONAL	UK00903200111	Boardroom, Inc.	Registered