

T06000000601

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

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MAIL

(Business Entity Name)

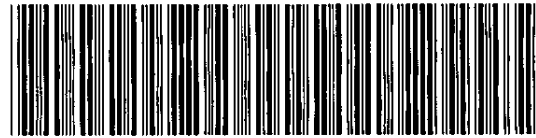
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TALLAHASSEE, FLORIDA

NOV 30 2015

N. CAUSSEAU

COVER LETTER

TO: Registration Section
Division of Corporations

TD6-601
File 15+
Jo

SUBJECT: STYLE HOME
(Name of Mark to be assigned)

Dear Sir or Madam:

The enclosed Mark Assignment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Stephen A. Hill
(Name of Person)

Rankin, Hill & Clark LLP
(Firm/Company)

38210 Glenn Avenue
(Address)

Willoughby, OH 44094-7808
(City/State and Zip Code)

For further information concerning this matter, please call:

Stephen A. Hill at (216) 566-9700
(Name of Person) (Area Code & Daytime Telephone Number)

STREET/COURIER ADDRESS:

Registration Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

MAILING ADDRESS:

Registration Section
Division of Corporations
P.O. Box 6327
Tallahassee, Florida 32314

FILING FEE: \$50 per class

ASSIGNMENT OF MARK REGISTRATION

1. The mark to be assigned is: STYLE HOME
2. Registration Number: T06000000601
3. (a) Assignor's name: Halifax Sarasota LLC

(b) Assignor's Business Address: 111 Center Street, Suite 2020

Little Rock, AR 72201

City/State/Zip

If Different, Assignor's Mailing Address: _____

City/State/Zip

4. (a) Assignee's name: Cummings Acquisition, Inc.

(b) Assignee's Business Address: 175 Sully's Trail, 3rd Floor

Pittsford, NY 14534

City/State/Zip

If Different, Assignee's Mailing Address: _____

City/State/Zip

(c) Assignee's telephone number: (585) 598-0030

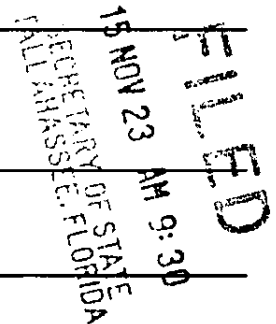
☐ Individual ☒ Corporation ☐ Joint Venture ☐ Limited Liability Company

☐ General Partnership ☐ Limited Partnership ☐ Union ☐ Other: _____

If other than an individual,

(1) Florida registration/ document number: _____ (2) Domicile State: Delaware

(3) Federal Employer Identification Number: _____



5. 'All right, title and interest in and to said mark, together with the good will of the business in which the mark is used (or that part of the good will of the business connected with the use of and symbolized by the mark) is hereby

assigned by _____ to **Cummings Acquisition, Inc.**
(the Assignor) (the Assignee)

6. Assignor's Signature: _____

By _____
(Typed or Printed Name of Person Signing Above)

Sworn to and subscribed before me on this _____ day of _____, _____, _____
(Name of Individual Signing)

☐ who is personally known to me ☐ whose identity I proved on the basis of _____
(Notary Seal)

Signature of Notary Public

7. Assignee's Signature: _____

By _____
(Typed or Printed Name of Person Signing Above)

Sworn to and subscribed before me on this _____ day of _____, _____, _____
(Name of Individual Signing)

☐ who is personally known to me ☐ whose identity I proved on the basis of _____
(Notary Seal)

Signature of Notary Public

FILING FEE: \$50 per class
Division of Corporations P. O. Box 6327 Tallahassee, FL 32314

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment Agreement") is made and entered into as of January 9, 2015, by and among the entities listed on the signature pages hereto (collectively, the "Assignors") and Cummings Acquisition, Inc., a Delaware corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of November 20, 2014 (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, their entire right, title and interest in and to all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by Assignors and Related to the Business, including those specified on Exhibit A hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignors, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby:

1. Assign, transfer, sells and convey, and confirm that they have assigned, transferred, sold and conveyed to Assignee their entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/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. Authorize and request the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignors shall, at Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

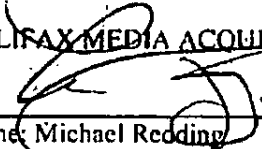
4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
5. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

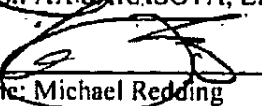
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written above.

ASSIGNORS:

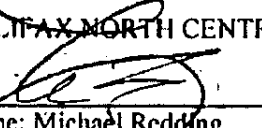
HALIFAX MEDIA ACQUISITION, LLC

By: 
Name: Michael Redding
Title: Authorized Representative

HALIFAX SARASOTA, LLC

By: 
Name: Michael Redding
Title: Authorized Representative

HALIFAX NORTH CENTRAL FLORIDA, LLC

By: 
Name: Michael Redding
Title: Authorized Representative

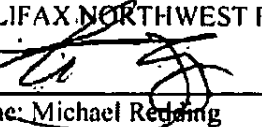
HALIFAX LEESBURG/CLERMONT, LLC

By: 
Name: Michael Redding
Title: Authorized Representative

HALIFAX LAKE LAND, LLC

By: 
Name: Michael Redding
Title: Authorized Representative

HALIFAX NORTHWEST FLORIDA, LLC

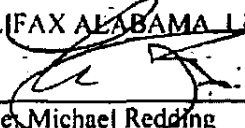
By: 
Name: Michael Redding
Title: Authorized Representative

HALIFAX MEDIA HOLDINGS LLC

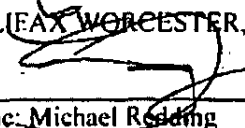
By: 
Name: Michael Redding
Title: Authorized Representative

[Signature Page to Assignment of Trademarks]

HALIFAX ALABAMA, LLC

By: 
Name: Michael Redding
Title: Authorized Representative

HALIFAX WORCESTER, LLC

By: 
Name: Michael Redding
Title: Authorized Representative

HALIFAX EASTERN NORTH CAROLINA, LLC

By: 
Name: Michael Redding
Title: Authorized Representative

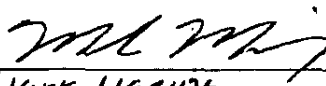
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CLERK OF STATE
TALLAHASSEE, FLORIDA

[Signature Page to Assignment of Trademarks]

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement as of the date first written above.

ASSIGNEE:

CUMMINGS ACQUISITION, INC.

By: 

Name: MARK MACIVER

Title: V.P., TREASURER

EXHIBIT A

TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Matter Title	State / Country	Owner Name	App. No.	App. Date	Reg. No.
THE GADSDEN TIMES	Alabama	Halifax Alabama, LLC	111 - 559	8/25/2009	111 - 559
THE GADSDEN TIMES	Alabama	Halifax Alabama, LLC	114 - 275	3/10/2014	111 - 275
THE TUSCALOOSA NEWS	Alabama	Halifax Alabama, LLC	114 - 231	2/25/2014	111 - 231
CHARLOTTE LIFE	Florida	Halifax Sarasota, LLC	T05000000405	3/25/2005	T05000000405
CODE RED	Florida	Halifax Media Acquisition LLC	T06000001619	12/15/2006	T06000001619
E.A.R.L. & DESIGN	Florida	Halifax Media Acquisition LLC	T06000001620	12/15/2006	T06000001620
FLAGLER/PALM COAST NEWS-TRIBUNE	Florida	Halifax Media Acquisition LLC	T97000000210	2/25/1997	T97000000210
GAINESVILLE MAGAZINE	Florida	HALIFAX NORTH CENTRAL FLORIDA, LLC	T14000000068	1/17/2014	T14000000068
GOCALA	Florida	HALIFAX NORTH CENTRAL FLORIDA, LLC	T10000000088	1/27/2010	T10000000088
GULF COAST HEALTHY LIVING	Florida	Halifax Sarasota LLC	T06000000679	5/31/2006	T06000000679
GULF COAST WELCOME	Florida	Halifax Sarasota LLC	T06000000678	5/31/2006	T06000000678
H2O	Florida	Halifax Sarasota LLC	T06000000602	5/12/2006	T06000000602
HERALD - TRIBUNE DIRECT SAVINGS	Florida	Halifax Sarasota, LLC	T05000000052	1/12/2005	T05000000052
HERALD - TRIBUNE DIRECT SAVINGS AND DESIGN	Florida	Halifax Sarasota LLC	T05000000053	1/12/2005	T05000000053
LAKE & SUMTER LIFE	Florida	Halifax Sarasota, LLC	T05000000036	1/10/2005	T05000000036

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NEIGHBORS	Florida	Halifax Media Acquisition LLC	T97000000572	5/23/1997	T97000000572	13
NEWS-JOURNAL CENTER	Florida	Halifax Media Acquisition LLC	T06000001624	12/15/2006	T06000001624	14
NIUWORLD	Florida	Halifax Media Acquisition LLC	T00000000673	6/19/2000	T00000000673	15
NJ DIRECT MARKETING	Florida	Halifax Media Acquisition LLC	T06000001623	12/15/2006	T06000001623	16
NORTH PORT HERALD-TRIBUNE	Florida	Halifax Sarasota LLC	T13000001248	12/17/2013	T13000001248	17
NORTH PORT, ENGLEWOOD AND CHARLOTTE HERALD-TRIBUNE	Florida	Halifax Sarasota LLC	T10000000101	2/1/2010	T10000000101	18
OCALA BUSINESS JOURNAL	Florida	HALIFAX NORTH CENTRAL FLORIDA, LLC	T10000000089	1/27/2010	T10000000089	19
OCALA STAR	Florida	HALIFAX NORTH CENTRAL FLORIDA, LLC	T05000000404	3/25/2005	T05000000404	20
OCALA STAR AND DESIGN	Florida	HALIFAX NORTH CENTRAL FLORIDA, LLC	T05000000403	3/25/2005	T05000000403	21
PENNYSAVER WRITTEN SCRIPT AND OUTLINED	Florida	Halifax Media Acquisition LLC	T97000000208	2/27/1997	T97000000208	22
RAPID AD DELIVERY & DESIGN	Florida	Halifax Media Acquisition LLC	T06000001622	12/15/2006	T06000001622	23

SARASOTA-MANATEE HERALD-TRIBUNE	Florida	Halifax Sarasota LLC	T10000000100	2/1/2010	T10000000100	24
STYLE	Florida	Halifax Sarasota LLC	T06000000600	5/12/2006	T06000000600	25
STYLE HOME	Florida	Halifax Sarasota LLC	T06000000601	5/12/2006	T06000000601	26
THE DAYTONA BEACH NEWS-JOURNAL AND DESIGN	Florida	Halifax Media Acquisition LLC	T01000001221	12/4/2001	T01000001221	27
THE DAYTONA BEACH NEWS-JOURNAL AND DESIGN	Florida	Halifax Media Acquisition LLC	T01000001222	12/4/2001	T01000001222	28
THE INDEPENDENT VOICE OF VOLUSIA AND FLAGLER COUNTIES	Florida	Halifax Media Acquisition LLC	T01000001223	12/4/2001	T01000001223	29
THE LEDGER	Florida	Halifax Lakeland, LLC	T10000000090	1/27/2010	T10000000090	30
VENICE HERALD-TRIBUNE	Florida	Halifax Sarasota LLC	T13000001249	12/17/2013	T13000001249	31
VOLUSIA REVIEW	Florida	Halifax Media Acquisition LLC	T97000000202	2/25/1997	T97000000202	

MASSMOMS.COM	Massachusetts	Halifax Worcester, LLC			73927
GREENBRIER GAZETTE	North Carolina	HALIFAX EASTERN NORTH CAROLINA, LLC	011771	10/25/1995	011771
RIVER BENDER	North Carolina	HALIFAX EASTERN NORTH CAROLINA, LLC	011773	10/25/1995	011773
THE FAIRFIELD HARBOUR BEACON	North Carolina	HALIFAX EASTERN NORTH CAROLINA, LLC	011772	10/25/1995	011772
TRENT WOODS TIMES	North Carolina	HALIFAX EASTERN NORTH CAROLINA, LLC	011770	10/25/1995	011770
(computer-DESIGN ONLY)	United States of America	Halifax Media Acquisition LLC	74/548587	7/5/1994	1915465
CENTRAL FLORIDA WHEELS.COM	United States of America	HALIFAX LEESBURG/CLERMONT, LLC	85/662168	6/26/2012	4344436
CENTRAL FLORIDA WHEELS.COM (Design)	United States of America	HALIFAX LEESBURG/CLERMONT, LLC	85/662281	6/26/2012	4382444
D.B.A.	United States of America	Halifax Worcester, LLC	77/490683	6/4/2008	3613680
FLAGLER/PALM COAST NEWS-TRIBUNE	United States of America	Halifax Media Acquisition LLC	75/217516	12/23/1996	2107429
FLORIDA WEST	United States of America	Halifax Sarasota LLC	73/087610	5/18/1976	1072223
HARBORPOINT	United States of America	HALIFAX LEESBURG/CLERMONT, LLC	78/752033	11/11/2005	3241490

MASSMOMS.COM	United States of America	Halifax Worcester, LLC	85/337778	6/3/2011	4075542
NEIGHBORS	United States of America	Halifax Media Acquisition LLC	75/217513	12/23/1996	2179722
NEW FUSION MEDIA	United States of America	Halifax Lakeland, LLC	77/668365	2/11/2009	3672703
NEWS CHIEF	United States of America	Halifax Lakeland, LLC	77/840401	10/2/2009	3784717
NIE WORLD	United States of America	Halifax Media Acquisition LLC	76/075847	6/22/2000	2682257
NJ DIRECT MARKETING	United States of America	Halifax Media Acquisition LLC	76/308860	9/5/2001	2714427
RIVER BENDER	United States of America	HALIFAX EASTERN NORTH CAROLINA, LLC	78/631774	5/17/2005	3225812
SOUTH LAKE PRESS	United States of America	Halifax Sebring LLC	78/491447	9/29/2004	3045376
SARASOTA HERALD-TRIBUNE	United States of America	Halifax Sarasota LLC	73/095866	8/6/1976	1138361
SUNDAY TELEGRAM	United States of America	Halifax Worcester, LLC	71/551840	3/12/1948	514508
TELEGRAM & GAZETTE (Stylized)	United States of America	Halifax Worcester, LLC	73/802518	5/25/1989	1574954

THE APALACHICOLA TIMES	United States of America	Halifax Northwest Florida, LLC	76/451509	9/17/2002	2975092
THE COMMERCIAL PRESS	United States of America	HALIFAX LEESBURG/CLERMONT, LLC	78/604395	4/7/2005	3073572
THE DAILY COMMERCIAL	United States of America	HALIFAX LEESBURG/CLERMONT, LLC	78/491477	9/29/2004	3084612
THE DAYTONA BEACH NEWS-JOURNAL (Stylized)	United States of America	Halifax Media Acquisition LLC	77/059844	12/8/2006	3290072
THE DAYTONA BEACH NEWS-JOURNAL (Stylized)	United States of America	Halifax Media Acquisition LLC	76/354994	12/28/2001	2694251
THE INDEPENDENT VOICE OF VOLUSIA AND FLAGLER COUNTIES	United States of America	Halifax Media Acquisition LLC	78/100229	12/28/2001	2654564
THREE8SIX	United States of America	Halifax Media Acquisition LLC	77/549000	8/18/2008	3610652
THREE8SIX.COM	United States of America	Halifax Media Acquisition LLC	77/549001	8/18/2008	3610653
TRENT WOODS TIMES	United States of America	HALIFAX EASTERN NORTH CAROLINA, LLC	78/631776	5/17/2005	3389838
VOLUSIA REVIEW	United States of America	Halifax Media Acquisition LLC	75/227079	1/17/1997	2152073
VOLUSIA/FLAGLER BUSINESS REPORT	United States of America	Halifax Media Acquisition LLC	78/484709	9/16/2004	2980345

WORCESTER CONNECTS	United States of America	Halifax Worcester, LLC	85/855118	2/20/2013	4503062
WORCESTERU	United States of America	Halifax Worcester, LLC	77/906343	1/6/2010	3831449
	United States of America	HALIFAX NORTHWEST FLORIDA, LLC	73/190591	10/24/1978	1134118
ON THE COMMON.COM	United States of America	HALIFAX WORCESTER, LLC	77/309568	10/22/2007	3435806

THE DAYTONA BEACH NEWS- JOURNAL	United States of America	Halifax Media Acquisition LLC	86/109362	11/4/2013	4531118
CELEBRATE COMMUNITY	United States of America	HALIFAX MEDIA HOLDINGS LLC	76/506401	4/14/2003	2871082

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 TALLAHASSEE, FLORIDA