

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT7047540

|   |                                |  |                       |
|---|--------------------------------|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                 |  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT                     |  |                       |
| <b>CONVEYING PARTY DATA</b>   |                                |  |                       |
| <b>Name</b>   |                                |  | <b>Execution Date</b> |
| MEREDITH CORPORATION  |                                |  | 11/29/2021            |
| <b>RECEIVING PARTY DATA</b>   |                                |  |                       |
| <b>Name:</b>  | MEREDITH HOLDINGS CORPORATION  |  |                       |
| <b>Street Address:</b>  | 1716 LOCUST STREET             |  |                       |
| <b>City:</b>  | DES MOINES                     |  |                       |
| <b>State/Country:</b>   | IOWA                           |  |                       |
| <b>Postal Code:</b>   | 50309                          |  |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                |  |                       |
| <b>Property Type</b>  | <b>Number</b>                  |  |                       |
| <b>Patent Number:</b>   | D731753                        |  |                       |
| <b>Patent Number:</b>   | PP14356                        |  |                       |
| <b>CORRESPONDENCE DATA</b>  |                                |  |                       |
| <b>Fax Number:</b>  | (202)842-7899                  |  |                       |
| <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>   | 7205664217                     |  |                       |
| <b>Email:</b>   | fvandermaelen@cooley.com       |  |                       |
| <b>Correspondent Name:</b>  | COOLEY LLP, ATTN: PATENT GROUP |  |                       |
| <b>Address Line 1:</b>  | 1299 PENNSYLVANIA AVENUE, NW   |  |                       |
| <b>Address Line 2:</b>  | SUITE 700                      |  |                       |
| <b>Address Line 4:</b>  | WASHINGTON, D.C. 20004         |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 550041.1075                    |  |                       |
| <b>NAME OF SUBMITTER:</b>   | KRISTIN LEAVY                  |  |                       |
| <b>SIGNATURE:</b>   | /Kristin Leavy/                |  |                       |
| <b>DATE SIGNED:</b>   | 11/30/2021                     |  |                       |
| <b>Total Attachments: 5</b>   |                                |  |                       |
| source=IP Assgn - Meredith to MHC Patents#page1.tif   |                                |  |                       |
| source=IP Assgn - Meredith to MHC Patents#page2.tif   |                                |  |                       |
| source=IP Assgn - Meredith to MHC Patents#page3.tif   |                                |  |                       |
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”), dated as of October 5, 2021, is made by and among (i) Meredith Corporation, an Iowa corporation (“Assignor”) and (ii) Meredith Holdings Corporation, an Iowa corporation and a direct wholly owned subsidiary of Assignor (“Assignee”). The Assignor and the Assignee shall be referred to herein from time to time as the “Parties” and each, a “Party.” Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Separation and Distribution Agreement (as defined below).

WHEREAS, pursuant to that certain Separation and Distribution Agreement, dated as of May 3, 2021, by and among the Assignor, Assignee and Gray Television, Inc., as amended (the “Separation and Distribution Agreement”), the Assignor agreed to assign, transfer, convey and deliver to the Assignee the SpinCo Assets and the Assignee agreed to accept the SpinCo Assets, all in accordance with the terms set forth in the Separation and Distribution Agreement; and

WHEREAS, pursuant to that certain Contribution Agreement, dated October 5, 2021, by and among Assignor, Assignee, Meredith Operations Corporation, an Iowa corporation, and TI Gotham Inc., a Delaware corporation (the “Contribution Agreement”), the Assignor contributed, conveyed, transferred and assigned all of its rights in the SpinCo Assets, all in accordance with the terms set forth in the Contribution Agreement;

WHEREAS, pursuant to the Separation and Distribution Agreement and Contribution Agreement, the Assignor assigned to the Assignee and the Assignee assignee has accepted from the Assignor, *inter alia*, all United States, state, multinational and foreign intellectual property included in the SpinCo Assets owned, held by or registered to Assignor, including the patents, copyrights, trademarks, service marks, and domain names set forth on Exhibit A, Exhibit B, Exhibit C and Exhibit D as of the Effective Time (as defined in the Contribution Agreement).

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Assignor hereby transfers and assigns to the Assignee the following, including all registrations, applications, recordings, disclosures, renewals, continuations, continuations-in-part, divisions, reissues, reexaminations, foreign counterparts and other legal protections and rights related to any of the foregoing:

a. the Internet domain names listed on Exhibit A hereto (the “Assigned Domain Names”);

b. all trade names, trademarks, service marks, slogans, logos, trade dresses and other source indicators, and the goodwill of the business symbolized thereby, included in the SpinCo Assets owned, held by or registered to Assignor, including those listed on Exhibit B hereto (the “Assigned Trademarks”);

c. all copyrights, copyrightable works, mask works and other works of authorship included in the SpinCo Assets owned, held by or registered to Assignor, including those listed on Exhibit C (the "Assigned Copyrights"); and

d. all patents, trade secrets, inventions and other proprietary information, including know-how, processes, formulae, techniques, technical data, designs, and drawings, including those listed on Exhibit D (the "Assigned Patents" and, together with the Assigned Domain Names, Assigned Trademarks, and Assigned Copyrights, the "Assigned IP").

2. Recordation and Further Actions.

a. Assignor hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world, to record and register this IP Assignment Agreement upon request by the Assignee.

b. Following the Effective Time, upon the Assignee's request, Assignor will take such steps and actions, and provide such cooperation and assistance to the Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Assignee, or any assignee or successor thereto. The transfer and assignment of the Assigned Domain Names shall be deemed to have been perfected for purposes of the preceding sentence when: (i) the Assignee's registrar has confirmed the transfer; (ii) the applicable WHOIS database identifies the Assignee or the Assignee's representative as the registrant of the Assigned Domain Names; and (iii) the Assignee has administrative and technical access to the Assigned Domain Names and sole control over the locations to which the Assigned Domain Names refer visitors.

3. Further Assurances. Assignor agrees to: (a) cooperate with Assignee in taking any action which Assignee reasonably requests to perfect or enforce Assignee's rights hereunder, and (b) execute, when requested, any other documents reasonably requested by Assignee in connection therewith.

4. Terms of the Separation and Distribution Agreement and Contribution Agreement. This IP Assignment Agreement is intended to evidence the consummation of the transfer and assignment by the Assignor to the Assignee of the Assigned IP, as contemplated by the Separation and Distribution Agreement and Contribution Agreement. Assignor and the Assignee, by their execution of this IP Assignment Agreement, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any Party under the Separation and Distribution Agreement or Contribution Agreement shall be deemed to be enlarged, modified, or altered in any way by this IP Assignment Agreement. In the event of any inconsistencies or ambiguities between this IP Assignment Agreement, the Separation and Distribution Agreement and Contribution Agreement, the terms of the Separation and Distribution Agreement shall govern.

5. Miscellaneous. This IP Assignment Agreement shall inure to the benefit of the Parties and their respective successors and assigns, and shall be binding upon and enforceable

against the Parties and their respective successors and assigns. This IP Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware. Neither Assignee nor Assignor intend that this IP Assignment Agreement shall benefit or be enforceable by any Person other than Assignee and Assignor and their respective successors and permitted assigns.

6. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment Agreement by facsimile or scanned page (including .PDF) shall be as effective as delivery of a manually executed counterpart to this IP Assignment Agreement.

*[Remainder of page intentionally left blank.]*

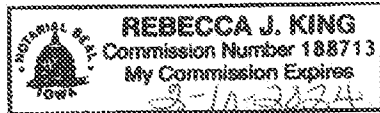
IN WITNESS WHEREOF, the Parties have executed and delivered this Intellectual Property Assignment Agreement as of the day and year first above written.

**ASSIGNOR:**

MEREDITH CORPORATION

By:   
Name: Jason M. Frierott  
Title: Vice President, Chief Financial Officer

Executed before me on the 29<sup>th</sup> day of November, 2021, by Jason M. Frierott in the capacity identified.



  
Notary Public for the State of Iowa

**ASSIGNEE:**

MEREDITH HOLDINGS CORPORATION

By:   
Name: Jason M. Frierott  
Title: Vice President, Secretary & Treasurer

Executed before me on the 29<sup>th</sup> day of November, 2021, by Jason M. Frierott in the capacities identified.



  
Notary Public for the State of Iowa

EXHIBIT D

ASSIGNED PATENTS

| <u>Patent/<br/>Registration<br/>Number</u> | <u>Country</u>   | <u>Patent</u>                               | <u>Status</u> | <u>Issue<br/>Date/<br/>Appl.<br/>Date</u> | <u>Owner</u>         |
|--|------------------|---|---------------|---|----------------------|
| D731,753                                   | United<br>States | Pants                                       | Granted       | 6/16/2015                                 | Meredith Corporation |
| PP14,356                                   | United<br>States | Tybrid tea rose plant named<br>'Wekpagneze' | Granted       | 12/9/2003                                 | Meredith Corporation |