# I RADEMARK ASSIGNMEN

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Working Mother Media, Inc.		09/24/2008	CORPORATION: DELAWARE

# **RECEIVING PARTY DATA**

Name:	Bonnier Working Mother Media, Inc.
Street Address:	460 N. Orlando Ave., Suite 200
Internal Address:	Attn: Mia Sykes
City:	Winter Park
State/Country:	FLORIDA
Postal Code:	32707
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77098181	CDO INSIGHTS
Serial Number:	77098174	CEO INITIATIVES

### **CORRESPONDENCE DATA**

Fax Number: (407)571-4719

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 407-571-4963

Email: mia.sykes@bonniercorp.com

Correspondent Name: Jeremy M. Thompson Address Line 1: Bonnier Corporation

Address Line 2: 460 N. Orlando Ave., Suite 200
Address Line 4: Winter Park, FLORIDA 32707

NAME OF SUBMITTER:	Jeremy M. Thompson
Signature:	/Jeremy M. Thompson/

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Date:	11/18/2008
Total Attachments: 7	
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# TRADEMARKS ASSIGNMENT

This TRADEMARKS ASSIGNMENT is made, executed and delivered as of September 24, 2008, by Working Mother Media, Inc., a Delaware corporation ("Assignor"), for the benefit of Bonnier Working Mother Media, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which Assignee has purchased all of Assignor's right, title and interest in, to and under (i) the trademarks, service marks, and applications and (ii) all divisions, reissues, reexaminations, substitutions, continuations, continuations-in-part, foreign counterparts and extensions of the trademarks, service marks and applications, in each case listed on Schedule A attached hereto (the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in, to and under, the Trademarks, together with the goodwill of the business associated therewith or which is symbolized thereby, all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Trademarks Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof.

The covenants, agreements, representations and warranties provided in the Asset Purchase Agreement with respect to the Trademarks are hereby incorporated herein by this reference and shall inure to the benefit of Assignee, and be binding upon Assignor, and their respective successors and permitted assigns, subject to the limitations, terms and conditions of the Asset Purchase Agreement.

To the extent the Trademarks include any United States trademark application that is based on an intent-to-use, Assignor hereby acknowledges that this Assignment is to a successor to that portion of Assignor's business to which the Trademarks pertain, in accordance with 15 U.S.C. § 1060(a)(1).

Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which the Trademarks are registered to record Assignee as the owner of the Trademarks and issue any trademarks which may be granted on any applications included in the Trademarks to Assignee as assignee of the entire right, title and interest therein and thereto.

Assignor agrees to execute any powers-of-attorney, applications, assignments, declarations, affidavits and other papers and to take such further actions as may be necessary to transfer, record and perfect the right, title and interest of Assignee in the Trademarks.

~Doc# 38833.3~ **TRADE** 

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Trademarks Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof.

Assignor and Assignee hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies and obligations of any party under the Asset Purchase Agreement shall be deemed enlarged, limited, modified or altered in any way by this Trademarks Assignment. In the event of any conflict or other inconsistency between this Trademarks Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be binding.

Nothing in this Trademarks Assignment is intended to confer upon any person other than Assignor and Assignee and their respective Affiliates and successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Trademarks Assignment.

This Trademarks Assignment may be modified, amended or waived only by a written document specifically identifying this Trademarks Assignment and signed by a duly authorized executive officer of each of Assignor and Assignee.

This Trademarks Assignment may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures of the parties transmitted by facsimile or other electronic transmission shall be deemed to be their original signatures for all purposes.

[Signature Page Follows]

~Doc# 38833.3~

IN WITNESS WHEREOF, each of the undersigned has caused this Trademarks Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above. Working Mother Media, Inc. a Delaware corporation Name: Andrew Jacobson Title: Vice President STATE OF COUNTY OF On this 24 day of Sestente , 2008, before me personally came Andrew Jacobs or of Working Mother Media, Inc., to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor. My Commission Expires on January 31, 2012 ACCEPTED: Bonnier Working Mother Media, Inc. a Delaware corporation

~Doc# 38833.3~

By: \_\_\_ Name: Title:

IN WITNESS WHEREOF, each of the undersigned has caused this Trademarks Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above. Working Mother Media, Inc. a Delaware corporation By:\_\_\_\_ Name: Title: STATE OF COUNTY OF \_\_\_\_, 2008, before me personally came \_ of Working Mother Media, Inc., to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor. Notary Public ACCEPTED: Bonnier Working Mother Media, Inc.

a Delaware corporation.

Name: DAN Title:

# SCHEDULE A

# Trademarks

	Working	Mother Media	U.S. AND FOREIG	IN TRADEMAI	RK REGISTRA	<u> Working Mother Media U.S. AND FORFIGN TRADEMARK REGISTRATIONS AND APPLICATIONS</u>
Dkt.	Country	App. No.	App. Date	Reg. No.	Reg. Date	Mark
21748	U.8.			1152795	19/83/5	WORKING WOMEN
22748-A	CANADA			262260	3/4/82	WORKING NOVEN
22748	TRANCE			1262079	\$5/T3/3	GOREING GOVAN
85+18	JASAN	2928/90	1/11/50	2058272	8/30/86	HOREING NOMAN
21748				49109	\$9/07/3	YORKING WOMEN
2:549	FRANCE			1262030	2/20/94	WORKING WOMEN & DESIGN
27216	T.9.	731813	5/32/86	\$81L181	12/20/88	NOMERIE WOMEN
\$ \$ \$ \$ \$ \$ \$	d.s.			6 00 4 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	6/28/93	NORKING MOTHER
36964	CANADA	\$54279	3/28/90	817777	55/5/8	NORMONG MOTHER
34344	JAFAN			4194925	4/10/80	WORKING MOINER (KATAKAWA)
9228	U.S.			1239625	3/8/63	EXECUTIVE FEMALE
\$5220	υ. 3.			1250721	89/9/6	IAFE
   	д.в.			1279302	9/22/8	NACIONAL ASSOCIACION FOR FEMALE EXECUTIVES
59272	<b>u.s</b> .	75/718261	66/1/2	2427700	3/50/03	KORKING MOIHER
59273	π.s.	75/718260	56/7/9	2664708	30/11/01	MORETHE WOMEN
72122	g.9.	76/582237	50/61/8	3071841	3/21/05	WORKING THROUGH EREGNANCY

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July 8, 2008

	Working M	lother Media I	J.S. AND FOREIGN	TRADEMAR	IK REGISTRA	<u> Working Mother Media U.S. and Foretgn trademark registrations and applications</u>
Oct.	Country	App. No.	App. Date	Reg. No.	Req. Date	Mark
74274	ਰ.4.	78/620094	a/29/05	3179527	12/5/06	NAFE
75850	П.В.	78/819268	3/21/06	3281105	8/14/07	WORKING MOTHERS OF THE YEAR
75934	д. в.	78/319265	2/21/06	3281104	6/14/67	ADVERTIBING WORKING MOTHERS OF THE YEAR
 76167	ŭ.3.	78/874617	5/2/06	3202170	1/23/07	WORKING MOTHER HEDIA
76168	Т.Я.	76/874583	5/2/06			WORKING HOTHER BEST SHALL COMPANIES
76253	U.S.	76/674612	5/2/06	3272161	7/31/07	FORKING MOTHER BALANCE SEEKERS
76254	u,a.	78/874611	2/z/06	3295933	9/18/07	NAFE TOP 30 COMPANIES FOR EXECUTIVE WOMEN
76254-A	t, B.	78/978708	5/2/06	3284048	8/21/07	MAFE TOP SO COMPANIES FOR EXECUTIVE WOMEN
76255	U.3.	78/674589	5/2/06			WORKING MOTHER MEDIA DESI CHARANTES FOR WOMEN OF COLOR
 76256	₫.8.	78/874621	5/2/06	2295934	9/18/03	WORKING MOTHER 100 BEST COMPANIES
 76256-3	U.B.	78/578721	5/2/06	2266990	7/13/07	WORKING MOTHER 100 BEST COMPANIES
 76257-A	п.в.	71/306172	10/11/01			WORKING MOTHER MEDIA BEST COMPANIES FOR HULLICULTURAL

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**RECORDED: 11/18/2008** 

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