

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
The New Republic, LLC		03/09/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	TNR II, LLC		
Street Address:	1331 H. St., NW		
Internal Address:	Suite 700		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20005		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0987916	THE NEW REPUBLIC	
Registration Number:	2443989	TRB	
Registration Number:	2438195	WHITE HOUSE WATCH	
Registration Number:	2511593	DIARIST	
CORRESPONDENCE DATA			
Fax Number:	(212)837-6269		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128376550		
Email:	kuhn@hugheshubbard.com		
Correspondent Name:	Perla M. Kuhn		
Address Line 1:	Hughes Hubbard & Reed LLP		
Address Line 2:	One Battery Park Plaza		
Address Line 4:	NEW YORK, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	014281.0001 PMK/ESP		

OP \$115.00 0987916

NAME OF SUBMITTER:	Perla M. Kuhn
Signature:	/Perla M. Kuhn/
Date:	03/11/2009
Total Attachments: 5 source=the new republic asgnmt#page1.tif source=the new republic asgnmt#page2.tif source=the new republic asgnmt#page3.tif source=the new republic asgnmt#page4.tif source=the new republic asgnmt#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of this 9th day of March, 2009, by and between The New Republic, LLC, a Delaware limited liability company ("Assignor"), and TNR II LLC, a Delaware limited liability company ("Assignee").

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement");

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks, service marks, collective marks, composite marks, trade dress, product configurations, logos, trade names, corporate names, symbols and slogans, including the registrations and applications for registration thereof, reissues, extensions and renewals thereof, all common law rights thereto, and all rights therein provided by international treaties and conventions, and, in each case, together with the goodwill symbolized thereby listed on Schedule A hereto (collectively, the "Assigned Trademarks");

WHEREAS, Assignee desires to acquire, and Assignor desires to assign, Assignor's entire right, title and interest in and to the Assigned Trademarks

NOW, THEREFORE, for the consideration stated in the Asset Purchase Agreement, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment and Transfer. Assignor hereby assigns to Assignee all of Assignor's right, title and interest, throughout the world, in and to the Assigned Trademarks, including all registrations and applications in respect thereto, and any renewals thereof, the goodwill of the business symbolized by the Assigned Trademarks, all income, royalties, damages and payments in respect of such Assigned Trademarks, and all causes of action (either in law or equity) and the rights to sue for and collect damages for, and to obtain injunctive or equitable relief for, any past, present and future infringement, misappropriation, dilution or violation, or unlawful imitation, whether presently known or unknown, and all rights corresponding thereto.

2. Registrations. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any state or foreign country whose duty it is to issue trademark registrations, to issue all registrations for any registration of the Assigned Trademarks to Assignee, in accordance with the terms of this Assignment.

3. Further Assurances. Assignor hereby covenants and agrees that it will, any time and from time to time after the date of this Assignment, at Assignee's reasonable request, Assignor will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, any and all further acts, conveyances, transfers, assignments, and assurances as necessary to sell, transfer, set over, assign, convey, deliver to or vest in Assignee any of the Assigned Trademarks.


4. Representations and Warranties. Except as set forth above and in the Asset Purchase Agreement, Assignor makes no warranty, express or implied, with respect to the Assigned Trademarks.

5. Miscellaneous. This Assignment shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of New York. This Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the other parties.

[The next page is the signature page]

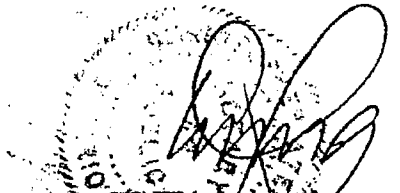
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by their respective duly authorized representatives as of the date first above written.

The New Republic, LLC



SIGNED before me at the
City of Toronto
in the Province of Ontario
on the 6th day of March, 2009:

By: _____
Name: _____
Title: _____

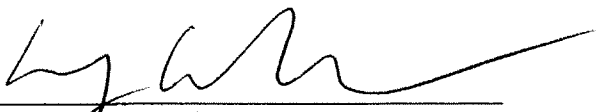


SIGNED before me at the
City of Toronto
in the Province of Ontario
on the 17th day of March, 2009:

By: _____
Name: _____
Title: _____

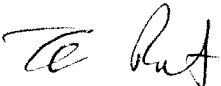
[Signature page to Trademark Assignment]

TNR II, LLC

By: 
Name: LORRY GRAFSTEIN
Title:

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

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On this /day of March, 2009, before me the undersigned, personally appeared LARRY GRAFSTEIN personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and he/she personally acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, he/she executed the instrument.


NOTARY PUBLIC

THOMAS FURST
NOTARY PUBLIC, State of New York
No. 02FU6145856
Qualified in Nassau County
Commission Expires May 8, 2010

SCHEDULE A – TRADEMARKS

Trademark “The New Republic” registered with the United States Patent and Trademark Office on July 9, 1974, Registration # 72/452,680 0987916.

Trademark “TRB” registered with the United States Patent and Trademark Office on April 17, 2001, Registration # 75/808,152 2443989.

Trademark “White House Watch” registered with the United States Patent and Trademark Office on March 27, 2001, Registration # 75/808,154 2438195.

Trademark “Diarist” registered with the United States Patent and Trademark Office on November 27, 2001, Registration # 75/808,153 2511593.