

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hachette Filipacchi Media U.S., Inc.		06/01/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bonnier Active Media, Inc.
Street Address:	460 North Orlando Avenue
Internal Address:	Suite 200
City:	Winter Park
State/Country:	FLORIDA
Postal Code:	32790
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1634811	AMERICAN PHOTO
Registration Number:	0910927	BOATING
Registration Number:	0521411	FLYING
Registration Number:	2718060	HOME THEATER TUNE-UP
Registration Number:	1229029	IN CAMERA
Registration Number:	3369246	MENTOR SERIES
Registration Number:	3559523	MENTOR SERIES WORLDWIDE PHOTO TREKS
Registration Number:	2973064	POP PHOTO
Registration Number:	3104618	POP PHOTO
Registration Number:	0511952	POPULAR PHOTOGRAPHY
Registration Number:	1613788	POPULAR PHOTOGRAPHY
Registration Number:	2924136	POPULAR PHOTOGRAPHY AND IMAGING
Registration Number:	2428754	SOUND & VISION

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Registration Number:	2744718	SOUND & VISION
Registration Number:	3219606	THE BOAT DOCTOR
Registration Number:	2190098	THE ULTIMATE ANGLER
Registration Number:	2913261	THE ULTIMATE ANGLER

CORRESPONDENCE DATA

Fax Number: (212)259-2576
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2124082576
Email: nytmdpt@bakerbotts.com
Correspondent Name: Doreen L. Costa
Address Line 1: 30 Rockefeller Plaza
Address Line 2: 44th Floor
Address Line 4: New York, NEW YORK 10112-4498

ATTORNEY DOCKET NUMBER:	03357
NAME OF SUBMITTER:	Doreen L. Costa
Signature:	/Doreen L. Costa/
Date:	06/16/2009

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made, executed and delivered as of June 1, 2009 by Hachette Filipacchi Media U.S., Inc., a Delaware corporation ("Assignor"), for the benefit of Bonnier Active Media, Inc., a New York corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meanings provided in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of June 1, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignee has purchased all of Assignor's right, title and interest in, to and under the Trademarks, including the applications and registrations listed on Schedule A attached hereto, together with all goodwill associated therewith.

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, including all rights to sue for infringement of any Trademark, whether arising prior to or subsequent to the date of this Trademark 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.

This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement.

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.

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

In the event of any conflict or other inconsistency between this Trademark Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern and be binding.

This Trademark Assignment may be executed in two or more 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]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

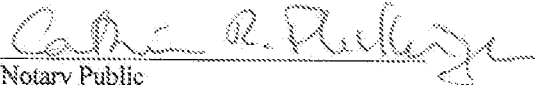
Hachette Filipacchi Media U.S., Inc.
a Delaware Corporation

By: 
Alain Lemarchand
President and Chief Executive Officer

STATE OF

COUNTY OF

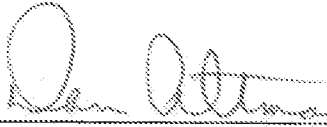
On this 1st day of June, 2009, before me personally came Alain Lemarchand, President and Chief Executive Officer of Hachette Filipacchi Media U.S., Inc., to me known and known to me to be the same person described in and who executed the foregoing instrument and duly acknowledged to me that this document was executed as the free act and deed of the Assignor.


Notary Public

CATHERINE R. FLICKINGER
Notary Public, State of New York
No. 31-4927741
Qualified in New York County
Commission Expires March 21, 2010

ACCEPTED:

Bonnier Active Media, Inc.
a New York corporation

By: 
Dan Altman
Chief Operating Officer / Manager

SCHEDULE A

MARK	COUNTRY	INT'LCLASS	REG. NO.	REG. DATE	EXPIR. DATE
American Photo	U.S.	16	1634811	2/12/1991	2/12/2011
Boating	Canada	magazines	TMA350869	2/3/1989	2/3/2019
Boating	U.S.	16	0910927	4/6/1971	4/6/2011
Flying	Australia	16,38,41	1,000,999	5/6/2004	5/6/2014
Flying	U.K.	16,38,41	Application 2,364,490	Application 5/5/2004	
Flying	Canada	Monthly magazine devoted to aviation	TMA236785	10/26/1979	10/26/2009
Flying (stylized)	U.S.	16	521411	2/28/1950	2/28/2010
Home Theater Tune-Up	U.S.	9	2718060	5/20/2003	5/20/2013
In Camera	U.S.	16	1229029	3/1/1983	3/1/2013
Mentor Series	U.S.	41	3369246	1/15/2008	1/15/2018
Mentor Series Worldwide Photo Treks (and Design)	U.S.	39,41	3559523	1/13/09	1/13/19
Pop Photo	U.S.	41	2973064	7/19/2005	7/19/2015
Pop Photo	U.S.	16	3104618	6/13/2006	6/13/2016
Popular Photography	Argentina	16	1,748,066	8/10/1999	8/10/2009
Popular Photography	Australia	16,38,41	1,001,294	5/10/2004	5/10/2014
Popular Photography	Brazil	16	819,339,032	7/16/2002	7/16/2012
Popular Photography	Canada	magazines	TMA345008	9/16/1988	9/16/2018
Popular Photography (stylized)	U.S.	16	511952	7/5/1949	7/5/2009
Popular Photography	U.S.	16	1613788	9/18/1990	9/18/2010
Popular Photography	U.S.	16	2924136	2/1/2005	2/1/2015

and Imaging					
Sound & Vision	U.S.	16,42	2428754	2/13/2001	2/13/2011
Sound & Vision	U.S.	9	2744718	7/29/2003	7/29/2013
Sound & Vision	Canada	Periodical publications, namely magazines	TMA310534 ¹	1/17/1986	1/17/2016
The Boat Doctor	U.S.	16,41	3219606	3/20/2007	3/20/2017
The Ultimate Angler	U.S.	16,42	2190098	9/15/1998	9/15/2018
The Ultimate Angler	U.S.	16,41	2913261	12/21/2004	12/21/2014

¹ The title to this registration is in the name of Hachette Filipacchi Magazines, Inc. A change of name/ assignment document is being filed with the Canadian Intellectual Property Office to reflect Seller's change of name from Hachette Filipacchi Magazines, Inc. to Hachette Filipacchi Media U.S., Inc.