

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
Newsweek, Inc.		09/30/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Harman Newsweek LLC
Street Address:	3550 Williamsburg Lane, N.W.
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20008
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3341039	FUEL FOR ACTIVE MINDS
Registration Number:	3386275	FUEL FOR ACTIVE MINDS
Registration Number:	3201877	MY TURN
Registration Number:	3774685	NEWS/GEEK
Registration Number:	3452839	NEWSFREAK
Registration Number:	2000346	NEWSWEEK
Registration Number:	0603656	NEWSWEEK
Registration Number:	1413355	NEWSWEEK
Registration Number:	3694057	NEWSWEEK
Registration Number:	2418759	NEWSWEEK.COM
Registration Number:	0390621	PERISCOPE
Registration Number:	1009070	THE INTERNATIONAL NEWSMAGAZINE
Registration Number:	3826064	THE TAKE
Registration Number:	3750674	THE TAKE

900173542

**TRADEMARK
 REEL: 004293 FRAME: 0321**

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Serial Number:	77729597	GREEN RANKINGS
Serial Number:	77816826	NEWS/GEEK
Serial Number:	77816828	NEWS/GEEK
Serial Number:	77170228	NEWSFREAK
Serial Number:	77729594	NEWSWEEK GREEN RANKINGS
Serial Number:	77941274	WHAT MATTERS MOST

CORRESPONDENCE DATA

Fax Number: (202)429-3902
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2024293000
Email: IPDocketing@steptoe.com
Correspondent Name: Brian J. Winterfeldt, Es1.
Address Line 1: 1330 Connecticut Avenue, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	18078.0002
NAME OF SUBMITTER:	Abigail Rubinstein
Signature:	/Abigail Rubinstein/
Date:	10/08/2010

Total Attachments: 5
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TRADEMARK ASSIGNMENT (this "*Assignment*"), made as of September 30, 2010, by and between NEWSWEEK, INC., a New York corporation ("*Seller*"), and HARMAN NEWSWEEK LLC, a Delaware limited liability company ("*Purchaser*").

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement, dated as of August 2, 2010 (the "*Purchase Agreement*"); and

WHEREAS, in accordance with the Purchase Agreement, including in particular Sections 1.02(a)(iii) and 5.12 thereof, Seller desires to sell, transfer, assign and deliver to Purchaser, and Purchaser desires to purchase, acquire and accept from Seller, all of Seller's right, title and interest in, to and under all trade names, trademarks and service marks, registered or unregistered, including the goodwill associated therewith, that are owned by Seller and used or held for use in the operation or conduct of (i) the Newsweek print magazine business, comprised of the domestic and foreign English language and local language publications, and (ii) the Newsweek digital business, comprised of the newsweek.com and related websites and Newsweek content on social networks and mobile platforms (together, the "*Business*"), throughout the world, (collectively, the "*Transferred Trademarks*"), including, with respect to the United States, the trademark registrations and trademark applications identified on Schedule A attached hereto and, with respect to the world other than the United States, the trademark registrations and trademark applications identified on Schedule B attached hereto.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Seller hereby sells, transfers, assigns and delivers to Purchaser (as successor to the Business), and Purchaser hereby purchases, acquires and accepts from Seller, all of Seller's right, title and interest in, to and under the Transferred Trademarks, all proceeds therefrom, all goodwill of the business associated therewith, and the right to bring actions at law or in equity for any infringement, dilution, or violation of any of the Transferred Trademarks occurring prior to the date hereof, and to collect all damages, settlements, and proceeds relating to the Transferred Trademarks, including in relation to the trademark registrations and trademark applications identified on Schedule A and Schedule B attached hereto.
2. Seller agrees to execute and deliver such further documents, certificates and agreements prepared by Purchaser and take such further actions as are necessary or reasonably requested by Purchaser to transfer the Transferred Trademarks in accordance with and subject to the limitations of the Purchase Agreement, including without limitation Sections 5.04 and 5.12 thereof.
3. This Assignment shall be effective as of the date first written above. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement. This Assignment may be executed in one or more


counterparts by the parties hereto, and signatures delivered by means of facsimile transmission or other electronic transmission, each of which when so executed and delivered shall be deemed an original, and together shall constitute one and the same instrument, it being understood that the parties hereto need not sign the same counterpart.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to any otherwise applicable principles of conflicts of laws, to the extent such principles are not mandatorily applicable by statute and would require the application of the laws of another jurisdiction.


[Signatures appear on next page]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date first written above.

NEWSWEEK, INC.

By: 
Name: Ann L. McDaniel
Title: Managing Director

HARMAN NEWSWEEK LLC

By: 
Name: Thomas E. Ascheim
Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004293 FRAME: 0325

SCHEDULE A TO
TRADEMARK ASSIGNMENT

United States Transferred Trademarks

See attached.

Schedule A to Trademark Assignment

U.S. Registrations and Applications

Mark	App. No.	Reg. Date	Reg. No.
FUEL FOR ACTIVE MINDS	78/572,914	11/20/2007	3341039
FUEL FOR ACTIVE MINDS	78/572,933	02/19/2008	3386275
GREEN RANKINGS	77/729,597		
MY TURN	78/844,504	01/23/2007	3201877
News/Geek	77/816,826		
News/Geek	77/816,828		
News/Geek	77/816,831	04/13/2010	3774685
NEWSFREAK	77/170,228		
NEWSFREAK	77/299,168	06/24/2008	3452839
NEWSWEEK	74/589,406	09/10/1996	2000346
NEWSWEEK	71/668,489	03/22/1955	603656
NEWSWEEK	73/591,160	10/14/1986	1413355
NEWSWEEK	77/622,666	10/06/2009	3694057
NEWSWEEK GREEN RANKINGS	77/729,594		
NEWSWEEK.COM	75/697,153	01/09/2001	2418759
PERISCOPE	71/442,467	09/30/1941	390621
THE INTERNATIONAL NEWSMAGAZINE	72/462,158	04/15/1975	1009070
THE TAKE	77/706,533	07/27/2010	3826064
THE TAKE	77/706,510	02/16/2010	3750674
WHAT MATTERS MOST	02/22/2010		

DC: 3739468-1