

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keith Ailer		08/15/2011	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Spartan Brands, Inc.		
Street Address:	220 East 23rd Street		
Internal Address:	Suite 601		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3552386	BLACKLIFE	
CORRESPONDENCE DATA			
Fax Number:	(212)643-6500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-643-7000		
Email:	pto@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	30 Rockefeller Plaza		
Address Line 2:	29th Floor, IP Dept., Docketing		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	09950003.000046		
NAME OF SUBMITTER:	Edward Longobardi		
Signature:	/Edward Longobardi/		

900201780

TRADEMARK
REEL: 004620 FRAME: 0397

CH \$40.00 3552386

Date:

09/09/2011

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This Trademark Assignment is between Keith Ailer, an individual having an address of c/o Andrew F. Reish, David, Brody & Dondershine, LLP, 12355 Sunrise Valley Drive, Suite 650, Reston, Virginia 20191 (“ASSIGNOR”) and Spartan Brands Inc., a corporation formed under the laws of the State of New York, having a place of business at 220 East 23rd Street, Suite 601, New York, New York (“ASSIGNEE”).

WHEREAS, ASSIGNOR is the owner of all of the right, title and interest in and to the service mark BLACKLIFE, U.S. Trademark Registration No. 3,552,386 for BLACKLIFE (collectively, the “Mark”) and all of the goodwill associated with the Mark, and desires to assign, transfer and sell to ASSIGNEE the Mark as it relates to the publication of on-line magazines directed to the black community, all of the goodwill associated therewith and the portion of its business connected to the Mark as it relates to the publication of on-line magazines directed to the black community; and

WHEREAS, ASSIGNEE is desirous of acquiring, as successor to the business of ASSIGNOR, ASSIGNOR’S entire right, title and interest in and to the Mark as it relates to the publication of on-line magazines directed to the black community, all of the goodwill associated therewith and the portion of ASSIGNOR’S business connected therewith.

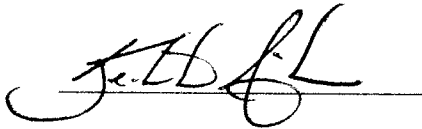
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, ASSIGNOR hereby assigns, transfers and sells to ASSIGNEE, its successors, and assigns, ASSIGNOR’S entire right, title and interest in and to the Mark as it relates to publication of on-line magazines directed to the black community, the goodwill associated therewith, the portion of ASSIGNOR’S business connected therewith, any and all trademark, service mark and trade name registrations and applications

therefor, any renewals thereof, all income, royalties, damages, and payments now or hereafter due or payable with respect to the Mark as it relates to publication of on-line magazines directed to the black community, all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to ASSIGNEE hereunder, and all rights, including the goodwill, corresponding thereto throughout the respective countries where ASSIGNOR holds rights in the Mark as it relates to publication of on-line magazines directed to the black community.

ASSIGNOR agrees to immediately cease using the Mark in connection with relates to publication of on-line magazines directed to the black community and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by ASSIGNEE or its successors or assigns.

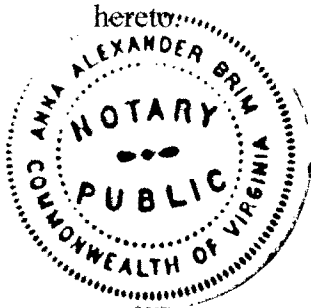
WHEREFORE, ASSIGNOR has duly executed this Trademark Assignment on the date indicated below.

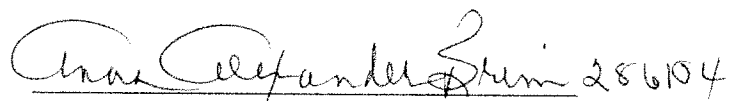
KEITH AILER



Commonwealth of Virginia)
County of Fairfax) SS.:

On this 15th day of August, 2011, before me came Keith Ailer, who being by me duly sworn, did depose and say to me that he possesses the full right and authority to sign his name hereto:




Notary Public
My Commission expires 7/31/12