

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |                                  |  |                       |
|---|----------------------------------|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   |                                  | NEW ASSIGNMENT                               |                       |
| <b>NATURE OF CONVEYANCE:</b>  |                                  | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |                       |
| <b>CONVEYING PARTY DATA</b>   |                                  |  |                       |
| <b>Name</b>   | <b>Formerly</b>                  | <b>Execution Date</b>                        | <b>Entity Type</b>    |
| Hearst Magazines, Inc.  |                                  | 09/30/2011                                   | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |                                  |  |                       |
| <b>Name:</b>  | Bonnier Active Media, Inc.       |  |                       |
| <b>Street Address:</b>  | 460 N. Orlando Avenue, Suite 200 |  |                       |
| <b>Internal Address:</b>  | Attn: Susan VanderJagt           |  |                       |
| <b>City:</b>  | Winter Park                      |  |                       |
| <b>State/Country:</b>   | FLORIDA                          |  |                       |
| <b>Postal Code:</b>   | 32789                            |  |                       |
| <b>Entity Type:</b>   | CORPORATION: NEW YORK            |  |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                  |  |                       |
| <b>Property Type</b>  | <b>Number</b>                    | <b>Word Mark</b>                             |                       |
| <b>Registration Number:</b>   | 0926201                          | CYCLE  |                       |
| <b>Registration Number:</b>   | 0918960                          | CYCLE WORLD                                  |                       |
| <b>CORRESPONDENCE DATA</b>  |                                  |  |                       |
| <b>Fax Number:</b>  | (407)571-4719                    |  |                       |
| <b>Phone:</b>   | 407-571-4963                     |  |                       |
| <b>Email:</b>   | susan.vanderjagt@bonniercorp.com |  |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                  |  |                       |
| <b>Correspondent Name:</b>  | Bonnier Active Media, Inc.       |  |                       |
| <b>Address Line 1:</b>  | 460 N. Orlando Avenue, Suite 200 |  |                       |
| <b>Address Line 2:</b>  | Attn: Susan VanderJagt           |  |                       |
| <b>Address Line 4:</b>  | Winter Park, FLORIDA 32789       |  |                       |
| <b>NAME OF SUBMITTER:</b>   | Jeremy M. Thompson               |  |                       |
| <b>Signature:</b>   | /JeremyMThompson/                |  |                       |

CH \$65.00 0926201

900203850

**TRADEMARK**  
 REEL: 004636 FRAME: 0118

Date:

10/05/2011

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment"), dated as of September 30, 2011, between Hearst Magazines, Inc., a corporation organized under the laws of Delaware ( the "Assignor") and Bonnier Active Media, Inc., a corporation organized under the laws of New York ("Assignee").

WHEREAS, Assignor on the one side and Assignee on the other, are parties to a certain Asset Purchase Agreement, dated as of September 30, 2011 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor agrees to sell, convey, assign, and/or transfer to and Assignee to purchase certain assets of Assignor related to *Cycle World* magazine, *Cycle World* iPhone/iPad applications, [www.cycleworld.com](http://www.cycleworld.com), Cycle World events business along with certain other ancillary businesses under the Cycle World name (the "Business");

WHEREAS, it is a condition to the closing of the Asset Purchase Agreement that Assignor enters into this Assignment to transfer to Assignee the trademarks related to the Business (the "Trademarks");

WHEREAS, Assignee desires to acquire all Assignor's right, title and interest in and to the Trademarks; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of September 30, 2011, Assignor sells, transfers, conveys, assigns, contributes and/or delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademark set forth in Schedule I hereto, (ii) the registration and applications for registration thereof and (iii) the goodwill of the business connected with the use thereof and symbolized thereby.
2. This Assignment is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement. This Assignment is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This Assignment is in all respects subject to the provisions of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement, except that Schedule I attached to this Assignment shall take precedence over the schedules to the Asset Purchase Agreement for purposes of this Assignment.
3. Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to finalize the endorsements contemplated by this Assignment in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.

4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with the laws of the State of New York, including as to validity, interpretation and effect.

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

**ASSIGNOR:**

**HEARST MAGAZINES, INC.**

By: John P. Loughlin  
Name: John P. Loughlin  
Title: Vice President

**ASSIGNEE:**

**BONNIER ACTIVE MEDIA, INC.**

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

4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with the laws of the State of New York, including as to validity, interpretation and effect.

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


**ASSIGNOR:**

**HEARST MAGAZINES, INC.**

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

**ASSIGNEE:**

**BONNIER ACTIVE MEDIA, INC.**

By:  \_\_\_\_\_  
Name: Jeremy M. Thompson  
Title: Corporate Secretary

### SCHEDULE 1

| U.S. Trademark<br>Registration No. | Trademark             |
|------------------------------------|-----------------------|
| 926201<br>918960                   | CYCLE*<br>CYCLE WORLD |

\*No representations are made as to the continued validity of this mark.