

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
Future US, Inc.		01/12/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	NewBay Media LLC		
Street Address:	28 East 28th Street, 12th floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3667636	GUITAR AFICIONADO	
Registration Number:	1615689	GUITAR FOR THE PRACTICING MUSICIAN	
Registration Number:	1252923	GUITAR WORLD	
Registration Number:	3660094	REVOLVER	
Registration Number:	3042319	THREAT	
CORRESPONDENCE DATA			
Fax Number:	(212)754-0330		
Phone:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		

OP \$140.00 3667636

NAME OF SUBMITTER:	Robin E. Silverman
Signature:	/Robin E. Silverman/
Date:	01/18/2012
Total Attachments: 5 source=NewBay-Future US TM Assignment#page1.tif source=NewBay-Future US TM Assignment#page2.tif source=NewBay-Future US TM Assignment#page3.tif source=NewBay-Future US TM Assignment#page4.tif source=NewBay-Future US TM Assignment#page5.tif	

ASSIGNMENT OF TRADEMARKS, SERVICE MARKS AND TRADE NAMES

Future US, Inc., a California corporation ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, irrevocable assigns, transfers and conveys, effective as of January 12, 2012 (the "Effective Date"), free and clear of all liens, claims and encumbrances, unto NewBay Media LLC, a Delaware limited liability company ("Assignee") and its successors and assigns, all its right, title and interest, whether now known or hereafter created, in perpetuity, throughout the universe, in and to all of the trademarks, service marks and trade names (along with all proprietary or other rights in any or all of such trademarks, service marks and trade names) held in the name of Assignor, or owned, used or held for use by Assignor, including but not limited to those trademarks and services marks set forth on Schedule A annexed hereto, together with any and all renewals and extensions thereof, in each case to the extent exclusively or primarily pertaining and/or related to or used by or in connection with: (i) (a) the magazines and/or publications *Guitar World*, *Revolver*, *Guitar Aficionado*, *Guitar One*, *Guitar Legends*, and *Guitar DVD* (each of the foregoing being herein called the "Publications"); (b) the websites and domain names exclusively or primarily related to any of the Publications; and (c) the events and shows exclusively or primarily related to any of the Publications (excluding the "Golden Gods" event); and (ii) all intellectual property and proprietary rights owned by or on behalf of Assignor and relating exclusively or primarily to any of the foregoing, including, but not limited to, publications, reports, special sections, special issues, e-mail newsletters, RSS feeds, programs, content and products published, produced, distributed, created, developed and/or marketed by or on behalf of Assignor and subsidiary or ancillary to any of the foregoing, and all derivative works, spin-offs, supplements and extensions of or to any of the foregoing, all whether current, discontinued, previously published or presented or under development, and whether in print, online, electronic, broadband, digital, CD-ROM, tape, disc, or any other form or media, together with any goodwill symbolized by all such trademarks, service marks, and trade names and/or attendant thereto (collectively, the "Trademarks"), along, in each case, to the fullest extent permitted by law, with any and all claims for past infringement, and the right to initiate suit and obtain damages and attorneys' fees and other forms of relief, both legal and equitable, arising from infringement, misappropriation or other violation of any right in or with respect to any of the Trademarks, whether prior to or subsequent to the Effective Date.

Assignor shall promptly, upon the request of Assignee and/or any of its successors and assigns, execute such other documents and/or instruments of assignment, transfer and conveyance as Assignee and/or its successors and assigns may reasonably request to permit Assignee or any of its successors or assigns to record the assignment covered by this Assignment or any other documents, all as Assignee or any of its successors or assigns may reasonably deem necessary, appropriate or desirable to evidence or effectuate the intent of this Assignment. Without limiting the foregoing, Assignor hereby irrevocably appoints Assignee and each of Assignee's successors and assigns, and each of the officers of any of them, signing singly as attorney-in-fact with full power (and coupled with an interest), with full power of substitution, to be the true and lawful attorney of Assignor, in the name, place and stead of Assignor, to execute, acknowledge, swear to and file all documents (including but not limited to any instrument(s) of assignment, transfer and/or conveyance) and to take all actions which Assignee deems necessary, appropriate or desirable to evidence or effectuate the intent of this Assignment.

This Assignment shall be governed by the laws of the State of New York (without regard to the conflicts of laws principles thereof or of any other State).

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of January 12, 2012.

Future US, Inc.

By: 

Name:

John Sathya

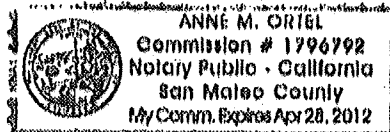
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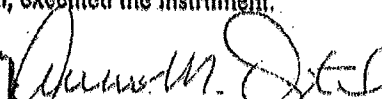
CFO

ACKNOWLEDGEMENT

State of California)
County of San Mateo) ss: _____

On the 12 day of January, in the year 2012, before me, the undersigned, personally appeared John Sathya personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her official capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public

[Trademark Assignment]

Schedule A

Registered Trademarks

<u>Name</u>	<u>Registration/Serial No.</u>	<u>Int'l Class</u>
Guitar Aficionado	3667636	16
Guitar Aficionado	78957366	16
Guitar for the Practicing Musician	1615689	16
Guitar for the Practicing Musician	1396237	16
Guitar One	2004416	16
Guitar Shop	2004417	16
Guitar World	1252923	16
Guitar World Acoustic	76535895	16
Guitar World's Bass Guitar	2797770	16
Guitar World Presents Classic Rock	76535861	16
Revolution	75812052	16
Revolver	3660094	16
Revolver	2392326	16
Threat	3042319	16