

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|---|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Advance Magazine Publishers Inc. | | 03/30/2012 | CORPORATION: NEW YORK |
| RECEIVING PARTY DATA | | | |
| Name: | Bloomsbury Publishing Inc. | | |
| Street Address: | 175 Fifth Avenue | | |
| 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: | 3625030 | FAIRCHILD BOOKS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123408856 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 612-492-6842 | | |
| Email: | cadwell.jeffrey@dorsey.com | | |
| Correspondent Name: | Jeffrey R. Cadwell | | |
| Address Line 1: | Dorsey & Whitney LLP, 50 South Sixth St | | |
| Address Line 2: | Suite 1500 | | |
| Address Line 4: | Minneapolis, MINNESOTA 55402 | | |
| NAME OF SUBMITTER: | Jeffrey R. Cadwell | | |
| Signature: | /Jeffrey R. Cadwell/ | | |
| Date: | 05/24/2012 | | |

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Total Attachments: 8

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TRADEMARK ASSIGNMENT

This Assignment of Trademarks (the "Trademark Assignment") is made March 30, 2012, by ADVANCE MAGAZINE PUBLISHERS INC., a New York corporation ("Seller") for the benefit of BLOOMSBURY PUBLISHING INC., a New York corporation ("Buyer"). Capitalized terms used and not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, the parties have entered into an Asset Purchase Agreement dated the date hereof (the "Asset Purchase Agreement"), pursuant to which, among other things, Seller sold, conveyed, transferred, assigned, granted and delivered to Buyer, among other things, all of Seller's right, title and interest in and to all Trademarks, including those trademark registrations set forth on Exhibit A hereto and the domain name set forth on Exhibit A hereto (the "Domain Name"), including all rights therein provided by international conventions and treaties, all rights of priority and renewals, and all rights to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof or conflict therewith and including any and all goodwill symbolized by any of the foregoing (collectively, the "Assigned Trademarks");

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the parties have executed this Trademark Assignment as evidence of such conveyance to the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby sells, conveys, transfers, assigns, grants and delivers to Buyer all of Seller's right, title and interest in and to the Assigned Trademarks. This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement.

As soon as practicable following the Closing, Seller shall: (a) "unlock" the Domain Name and provide Buyer with the AUTHORIZATION CODE for the Domain Name. This code shall be used to initiate transfer of the Domain Name to Buyer's Internet domain registrar. (b) Take any further actions in accordance with the policies and rules of the applicable Internet domain name registrar for the Domain Name as required to transfer the Domain Name to Buyer on an expedited basis.

Seller shall, at the request and expense of Buyer, timely execute and deliver any additional documents and perform such additional acts that may be necessary to assist Buyer (or its successors, assigns or legal representatives) in

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the implementation, recordation or perfection of this Assignment and Buyer's interest in and to the Assigned Trademarks.

Seller authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which the Assigned Trademarks are registered to record Buyer as the owner of the Assigned Trademarks and issue any trademarks which may be granted on any applications included in the Assigned Trademarks to Seller as assignee of the entire right, title and interest therein and thereto.

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.

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.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has executed this Trademark Assignment as of the date first above written.

BLOOMSBURY PUBLISHING INC.

By:  _____

Name: Nigel Newton
Title: Chief Executive

ADVANCE MAGAZINE PUBLISHERS
INC.

By: _____

Name:
Title:

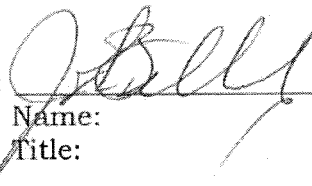
[Signature Page to the Trademark Assignment]

IN WITNESS WHEREOF, each party has executed this Trademark Assignment as of the date first above written.

BLOOMSBURY PUBLISHING INC.

By: _____
Name:
Title:

ADVANCE MAGAZINE PUBLISHERS
INC.

By:  _____
Name:
Title:

[Signature Page to the Trademark Assignment]

UNITED KINGDOM OF GREAT BRITAIN)
CITY OF LONDON ENGLAND) SS.

I, **Sebastian Jack Robert LABOVITCH**, Notary Public of the City of London and elsewhere in England, by Royal Authority, duly admitted and sworn, practising in the said City,

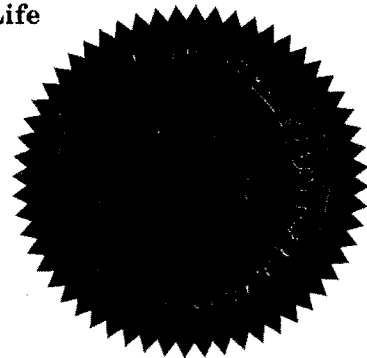
DO HEREBY CERTIFY AND ATTEST:

THAT the foregoing Document has been signed by **John Nigel NEWTON**, a British citizen, born in San Francisco, United States of America, on 16th June 1955, holder of British passport number **540566203**, issued by the Identity and Passport Service on 1st May 2009, whose personal identity I, the Notary, attest.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my Seal of Office in the City of London aforesaid, this twenty-ninth day of March in the year Two thousand and twelve.



Sebastian Jack Robert LABOVITCH
Notary Public of London, England
My Commission Expires With Life



| APOSTILLE (Convention de La Haye du 5 octobre 1961) | |
|--|---|
| 1. Country: Pays/Pais | United Kingdom of Great Britain and Northern Ireland |
| This public document Le présent acte public / El presente documento público | |
| 2. Has been signed by a été signé par ha sido firmado por | Sebastian J R Labovitch |
| 3. Acting in the capacity of agissant en qualité de quien actúa en calidad de | Notary Public |
| 4. Bears the seal/stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de | The Said Notary Public |
| Certified Attesté / Certificado | |
| 5. at à / en | London |
| 6. the le / el día | 29 March 2012 |
| 7. by par / por | Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs |
| 8. Number sous no / bajo el número | J195022 |
| 9. Seal / stamp: Sceau / timbre: Sello / timbre: |  |
| 10. Signature: Signature: Firma: | K. Adams  |

This Apostille is not to be used in the UK and only confirms the authenticity of the signature, seal or stamp on the attached UK public document. It does not confirm the authenticity of the underlying document. Apostilles attached to documents that have been photocopied and certified in the UK confirm the signature of the UK public official who conducted the certification only. It does not authenticate either the signature on the original document or the contents of the original document in any way.

If this document is to be used in a country which is not party to the Hague Convention of 5th October 1961, it should be presented to the consular section of the mission representing that country.

STATE OF NEW YORK :
 : SS
COUNTY OF NEW YORK :

On the 30th day of March A.D., 2012, before me, the subscriber, a Notary Public, personally appeared John W. Bellando, who acknowledges himself to be the Vice President and Deputy Managing Director of Advance Magazine Publishers Inc., a New York corporation, and that he, as such officer, being authorized to do so, executed the foregoing instrument by signing the name of the corporation by himself as and for the act and deed of said corporation for the uses and purposes therein contained and that he desires the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal.



Notary Public

CRAIG D. HOLLEMAN
Notary Public, State of New York
No. 02HO4512855
Qualified in New York County
Commission Expires August 31, 2012

Exhibit A
Trademarks

| <u>Mark</u> | <u>Application No.</u> | <u>Registration No.</u> | <u>Country</u> |
|--------------------|-------------------------------|--------------------------------|--------------------------|
| FAIRCHILD BOOKS | 76/688224 | 3625030 | United States of America |
| FAIRCHILD BOOKS | 006752571 | | European Community |

Domain Name

fairchildbooks.com