

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
Westchester Media Company, LP		10/05/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	USPA Brand, LLC		
Street Address:	771 Corporate Drive, Suite 430		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40503		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1691432	POLO	
Registration Number:	1710894	POLO LIFE	
Registration Number:	1677088		
Registration Number:	3330344	POLO MAGAZINE TV	
Registration Number:	3325494	POLO MAGAZINE TV	
CORRESPONDENCE DATA			
Fax Number:	2125894201		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212 589-4200		
Email:	rhorowitz@bakerlaw.com		
Correspondent Name:	Robert B.G. Horowitz		
Address Line 1:	45 Rockefeller Plaza, 14th Floor		
Address Line 2:	Baker & Hostetler LLP		
Address Line 4:	New York, NEW YORK 10111		

CH \$140.00 1691432

ATTORNEY DOCKET NUMBER:	009226.000111
NAME OF SUBMITTER:	Robert B.G. Horowitz
Signature:	/Robert B.G. Horowitz/
Date:	10/11/2012
Total Attachments: 8 source=Westchester USPA Trademark Assignment - Fully Executed#page1.tif source=Westchester USPA Trademark Assignment - Fully Executed#page2.tif source=Westchester USPA Trademark Assignment - Fully Executed#page3.tif source=Westchester USPA Trademark Assignment - Fully Executed#page4.tif source=Westchester USPA Trademark Assignment - Fully Executed#page5.tif source=Westchester USPA Trademark Assignment - Fully Executed#page6.tif source=Westchester USPA Trademark Assignment - Fully Executed#page7.tif source=Westchester USPA Trademark Assignment - Fully Executed#page8.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), dated as of October 5, 2012, is by and between Westchester Media Company, LP, a Delaware limited partnership ("Assignor"), and USPA Brand, LLC, a Florida limited liability company ("Assignee").

RECITALS

A. Assignor owns the trademarks and registrations used in connection with the publication of *POLO Magazine* and *Polo Players' Edition Magazine*, including all trademarks listed in Schedule A (collectively, the "Assigned Marks"); and

B. Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of October 5, 2012 (the "Agreement"), whereby Assignee desires to acquire Assignor's entire right, title and interest in and to the Assigned Marks, including the right to bring actions for infringement of the Assigned Marks occurring prior to the date of this Assignment.

ASSIGNMENT OF TRADEMARKS

NOW, THEREFORE, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. As of the date hereof, Assignor hereby irrevocably assigns, transfers, conveys and delivers to Assignee all right, title and interest Assignor now has or ever has had in and to each of the Assigned Marks worldwide, together with any and all goodwill of the business symbolized by same, including, but not limited to, any applications or registrations therefor, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Marks.

2. As of the date hereof, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including, but not limited to, all costs, taxes and fees that accrue after the date hereof for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations for the Assigned Marks.

3. Notwithstanding any other provision of this Assignment, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions, including, but not limited to, any representations, warranties, covenants and agreements of Assignor and Assignee set forth in the Agreement, dated as of the date hereof.

4. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule.

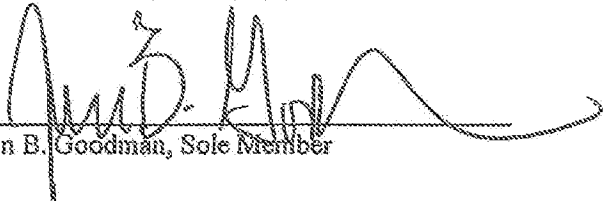
5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this Trademark Assignment as of the date first written above.

ASSIGNOR:

WESTCHESTER MEDIA COMPANY, LP, by
Navasota Holding Company, LLC, its General Partner

By 
John B. Goodman, Sole Member

ASSIGNEE:

USPA Brand, LLC

By _____
[Name, Title]

IN WITNESS WHEREOF, the parties have entered into this Trademark Assignment as of the date first written above.

ASSIGNOR:

WESTCHESTER MEDIA COMPANY, LP, by
Navasota Holding Company, LLC, its General Partner

By _____
John B. Goodman, Sole Member

ASSIGNEE:

USPA Brand, LLC

By _____ *Authorizing Signatory*
[Name, Title] *Charles Weaver*

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF [STATE] Texas
COUNTY OF [COUNTY] Harris

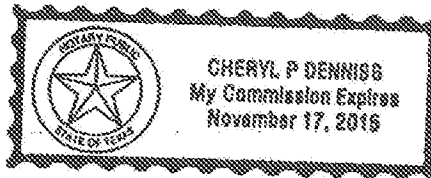
On this 4 day of October, 2012 before me appeared John B. Goodman, the person who signed the foregoing instrument, who acknowledged that he executed the above assignment as a free act on behalf of the Assignor identified therein, with authority to do so.



Notary Public

Subscribed and sworn to
before me this 4 day of
October, 2012.

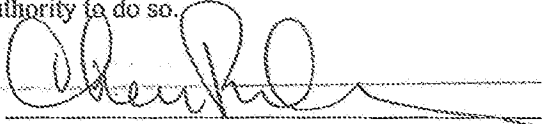
My commission expires: November 17, 2015.



CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF [STATE] Texas
COUNTY OF [COUNTY] Norris

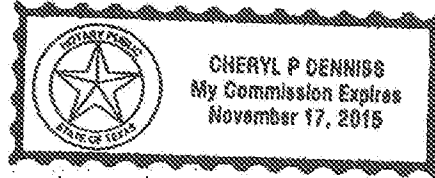
On this 4 day of October, 2012 before me appeared Andrew Tolpelt the person who signed the foregoing instrument, who acknowledged that he executed the above assignment as a free act on behalf of the Assignee identified therein, with authority to do so.



Notary Public

Subscribed and sworn to before me this 4 day of October, 2012.

My commission expires: November 17, 2015.



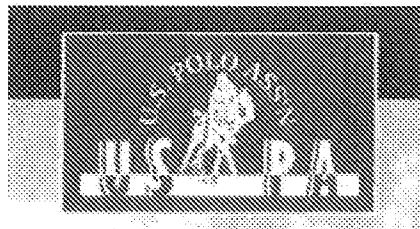
SCHEDULE A

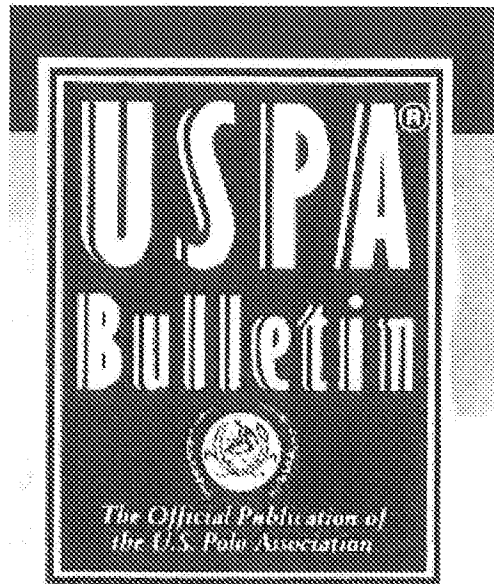
Registered Trademarks

TRADEMARK	REGISTRATION NUMBER
POLO	1,691,432
POLO LIFE	1,710,894
Misc. Design (polo rider on horse)	1,677,088
POLO MAGAZINE TV	3,330,344
POLO MAGAZINE TV Design	3,325,494

Unregistered Trademarks

POLO PLAYERS' EDITION
USPA BULLETIN



A small, dark silhouette of a polo player on horseback is positioned above the word "SCENE" in the main title.

POLO SCENE

NEWS • NOTES • TRENDS • QUOTES

