

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
The Magazine Group, Inc.		12/21/2012	CORPORATION: DISTRICT OF COLUMBIA
RECEIVING PARTY DATA			
Name:	McMurry/TMG Group Holdings, LLC		
Street Address:	c/o The Wicks Group of Companies		
Internal Address:	400 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85612704	RETURN ON CONTENT	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	6179518000		
Email:	jennifer.kagan@bingham.com		
Correspondent Name:	Jennifer Kagan		
Address Line 1:	One Federal Street		
Address Line 2:	Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	0000363168		
NAME OF SUBMITTER:	Bingham McCutchen LLP		

OP \$40.00 85612704

Signature:	/jenniferkagan/
Date:	12/21/2012
Total Attachments: 5 source=Assignment TMG to Holding#page1.tif source=Assignment TMG to Holding#page2.tif source=Assignment TMG to Holding#page3.tif source=Assignment TMG to Holding#page4.tif source=Assignment TMG to Holding#page5.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of December 21, 2012, by and between The Magazine Group, Inc., a District of Columbia corporation (the "Assignor"), and McMurry/TMG Group Holdings, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated December 21, 2012 (the "Contribution Agreement"); and

WHEREAS, pursuant to the Contribution Agreement, Assignor has assigned to Assignee, and Assignee has acquired from Assignor, the entire right, title and interest in and to the trademark registrations set forth on Schedule A (the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable on or after the date hereof, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

The Assignor hereby consents to the recordation of this Assignment with the United States Patents and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries.

The Assignor shall, at Assignee's expense (with reasonable compensation from Assignee to such Assignor), take reasonable further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (3) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or

hereafter in effect in the United States or in any foreign country; and (4) in the implementation, recordation or perfection of this Assignment in all applicable jurisdictions throughout the world.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNOR:

THE MAGAZINE GROUP, INC.,
a District of Columbia corporation

By: Jane Ottenberg
Name: Jane Ottenberg
Its: President

District of Columbia
STATE OF _____)
COUNTY OF _____) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on Dec. 18th, 2012, Jane Ottenberg personally known to me to be the President of THE MAGAZINE GROUP, INC., a District of Columbia corporation, on behalf of said corporation, he/she signed, sealed and delivered the foregoing Trademark Assignment as his/her free and voluntary act, for the uses and purposes therein set forth.

Nancy Canada

Notary Public, State of _____, County of _____
My Commission Expires: _____
County of Residence: _____

Nancy Canada
Notary Public, District of Columbia
My Commission Expires 3/31/2014

[ASSIGNEE'S SIGNATURE ON THE FOLLOWING PAGE]

[Signature Page to Trademark Assignment -- TMG to Holding]

ASSIGNEE:

**McMURRY/TMG GROUP HOLDINGS,
LLC,**

a Delaware limited liability company

By: *[Signature]*

Name: Daniel M. Kortick

Its: President

STATE OF New York)
COUNTY OF New York City) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that on 2012, Daniel M. Kortick personally known to me to be the President of McMURRY/TMG GROUP HOLDINGS, LLC, a Delaware limited liability company, on behalf of said corporation, he/she signed, sealed and delivered the foregoing Trademark Assignment as his/her free and voluntary act, for the uses and purposes therein set forth.

[Signature]

Notary Public, State of CHRISTINE O. FLAHERTY
My Commission Expires: Notary Public, State of New York
No. 01FL0134888
County of Residence: Qualified in Queens County
Commission Expires October 11, 2013



[Signature Page to Trademark Assignment -- TMG to Holding]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

NO.	MARK	CLASSES	SERIAL NO.	DATE FILED	REG. NO.	DATE REG.	CURRENT OWNER
1.	RETURN ON CONTENT	35, 41	85-612,704	04/30/2012			THE MAGAZINE GROUP, INC.