

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
Bonnier Active Media, Inc.		05/31/2013	CORPORATION: NEW YORK
Warren Miller Entertainment Inc.		05/31/2013	CORPORATION: DELAWARE
Bonnier Corporation		05/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cruz Bay Publishing, Inc.
Street Address:	300 Continental Boulevard
Internal Address:	Suite 650
City:	El Segundo
State/Country:	CALIFORNIA
Postal Code:	90245
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	2777828	ADVENTURES OF ZIMMO
Registration Number:	2526225	ADVERTISER INFOLINK
Registration Number:	3208929	GO BIGGER // LIVE BETTER
Registration Number:	2566760	HALFPIPE JAM
Registration Number:	1120914	NASTAR
Registration Number:	1726359	NASTAR
Registration Number:	1002770	SKI
Registration Number:	3245416	SKI MAGAZINE'S MOUNTAIN HOME
Registration Number:	2181119	SKIING
Registration Number:	0909613	SKIING
Registration Number:	2083200	SKINET
Registration Number:	3035448	SNOWORLD

OP \$615.00 2777828

Registration Number:	2279479	STN
Registration Number:	2096710	WARREN MILLER
Registration Number:	3455321	WARREN MILLER
Registration Number:	3412901	WARREN MILLER
Registration Number:	3317579	WARREN MILLER
Registration Number:	3221805	WARREN MILLER'S
Registration Number:	3334548	WARREN MILLER'S
Registration Number:	2087095	WARREN MILLER'S
Registration Number:	2764135	WARREN MILLER'S GLOBAL ADVENTURE
Registration Number:	2192419	WARREN MILLER'S SNOWORLD
Registration Number:	2906377	WARREN MILLER'S THE POWER OF SNOW
Registration Number:	3978959	WINTER LAB

CORRESPONDENCE DATA

Fax Number: 7346231625
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (734) 623-1678
Email: nhudge@dickinsonwright.com
Correspondent Name: Nora Hudge, Paralegal
Address Line 1: Dickinson Wright PLLC
Address Line 2: 350 South Main Street, Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	27932-331
NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	06/07/2013

Total Attachments: 24

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") by and between **Bonnier Active Media, Inc.**, a New York corporation ("BAM"), **Warren Miller Entertainment Inc.**, a Delaware corporation ("WME"), and **Bonnier Corporation**, a Delaware corporation ("Bonnier") ("BAM," "WME," and "Bonnier" are collectively referred to as the "Assignor"), and **Cruz Bay Publishing, Inc.**, a Delaware corporation (the "Assignee"), is dated and effective as of May 31, 2013 (the "Effective Date").

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 30, 2013, by and among, BAM, WME, Assignee and Active Interest Media, Inc., a Delaware corporation (the "Purchase Agreement"), Assignee will acquire certain assets and liabilities of Assignor (the "Acquisition"); and

WHEREAS, BAM and WME are the owners of and has adopted and used or intends to use those trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Exhibit A attached hereto (all such marks and applications and the registrations therefor are herein collectively referred to as the "Trademarks"); and

WHEREAS, WME is the owner of the copyrights in the works listed on Exhibit B attached hereto (the "Copyrights"), as well as the copyright registrations therefor as identified in Exhibit B (the "Copyright Registrations");

WHEREAS, Bonnier is the owner of the internet domain names (the "Domain Names") as set forth in Exhibit C attached hereto; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks, the Copyrights and the Copyright Registrations, and the Domain Names, together with the goodwill associated therewith, from Assignor as part of the Acquisition; and

WHEREAS, Assignor is willing to transfer to Assignee the Trademarks, the Copyrights and the Copyright Registrations, and the Domain Names, and the goodwill associated therewith.

NOW, THEREFORE, Assignor and the Assignee hereby agree as follows:

1. Except as otherwise provided in the Seller Disclosure Schedule (as defined in the Purchase Agreement) to the Purchase Agreement, Assignor warrants and represents as of the Closing (as defined in the Purchase Agreement) that (i) Assignor owns all right, title and interest in and to the Trademarks, the Copyrights, the Copyright Registrations, and the Domain Names, (ii) Assignor has the full right and power to enter into this Assignment, (iii) no other person or entity has any security interest in the Trademarks, the Copyrights, the Copyright Registrations, and/or the Domain Names (other than such security interests that Assignee may suffer or permit), (iv) Assignor has made no prior assignment of the Trademarks, the Copyrights, the Copyright Registrations, and/or the Domain Names, and (v) Assignor and its predecessors in interest have not received any claims of infringement or demands for cessation of use of the Trademarks, the Copyrights, the Copyright Registrations, and/or the Domain Names from third parties.

2. For and in consideration of the agreements set forth herein and in the Purchase Agreement, Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in the Trademarks, the Copyrights, the Copyright Registrations, and the Domain Names, and the goodwill associated therewith.

3. Concurrent with the execution and delivery of this Assignment, BAM and WME shall execute and deliver in recordable form an assignment of the Trademarks in the form of Exhibit D attached hereto.

4. Concurrent with the execution and delivery of this Assignment, WME shall execute and deliver in recordable form an assignment of the Copyrights in the form of Exhibit E attached hereto.

5. Concurrent with the execution and delivery of this Assignment, Bonnier shall execute and deliver in recordable form an assignment of the Domain Names in the form of Exhibit F attached hereto.

6. BAM and WME warrant and represent that they either have provided and/or will provide to Assignee after Closing, or has destroyed, all products, labels, packaging, promotional and marketing materials, and other materials bearing the Trademarks or the Copyrights in their possession or under their control.

7. Immediately upon execution of this Assignment, Assignor shall cease all use of the Copyrights, the Copyright Registrations, the Trademarks and any other confusingly similar marks or names, and the Domain Names.

8. Assignor hereby agrees to execute any further documents and to take further action reasonably necessary to effect the foregoing assignments, and to establish the ownership of record of the Trademarks, the Copyrights, and the Domain Names, and their associated applications and registrations to Assignee or its nominees, successors, and assigns, at the sole cost and expense of Assignor (excluding maintenance/registration fees and the like due after Closing). Assignee will prepare any individual recordable assignment documents as required and will forward them to Assignor, which will arrange to have them executed by the authorized personnel of Assignor, and whenever required, will further arrange to have them duly notarized and legalized. Assignor will pay the official charges it incurs in effecting such notarization and/or legalization.

9. If either party to this Assignment breaches any of the covenants contained herein, the breaching party shall, upon written notice of the breach, be given ten (10) days after receipt of written notice (or, if the breach is not susceptible to remedy within ten (10) days, then such longer period as is reasonably necessary) within which to remedy the breach.

10. All notices, requests and other communications required or authorized to be given by either party to the other under this Assignment shall be in writing and shall be deemed to have been given or submitted when delivered as provided in the Purchase Agreement.

11. In the event of a breach of this Assignment, Assignor acknowledges that recovery of damages will not be a sufficient legal remedy for Assignee, and Assignor agrees that Assignee will be entitled to specific performance of the Assignment in accordance with the principles of equity, and shall be entitled to costs and counsel fees, in addition to other remedies to which Assignee may be entitled.

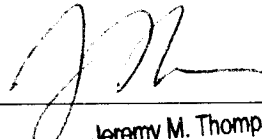
12. This Assignment together with the applicable provisions of the Purchase Agreement contains the entire understanding between the parties with respect to the subject matter of the Assignment and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns who shall be affirmatively bound to the Assignment. No modifications, change or waiver of any of the provision of the Assignment shall be valid unless in writing and signed by the party against whom enforcement is sought.

[SIGNATURE PAGE FOLLOWS]

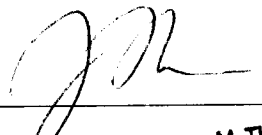
IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

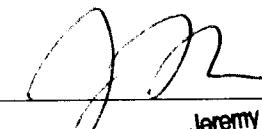
Bonnier Active Media, Inc.,
a New York corporation

By: 
Name: Jeremy M. Thompson
General Counsel
Title: _____

Warren Miller Entertainment, Inc.,
a Delaware corporation

By: 
Name: Jeremy M. Thompson
General Counsel
Title: _____

Bonnier Corporation,
a Delaware corporation

By: 
Name: Jeremy M. Thompson
General Counsel
Title: _____

ASSIGNEE:

Cruz Bay Publishing, Inc.,
a Delaware corporation

By: _____

Name: Brian Sellstrom

Its: Senior Vice President and Treasurer

[ACKNOWLEDGEMENT PAGE FOLLOWS]

ACKNOWLEDGEMENT

State of FLORIDA)

County of ORANGE)

The foregoing instrument was acknowledged before me on this 31st day of May, 2013 by Jeremy Thompson, the General Counsel and Corporate Secretary of Bonnier Active Media, Inc., a New York corporation, Warren Miller Entertainment, Inc., a Delaware corporation, and Bonnier Corporation, a Delaware corporation, to me known to be the person described herein and acknowledged that he/she executed the same as his/her free act and deed on behalf of such corporations.



[Signature]
ARLENE MAY M. HUTCHINSON Notary Public
ORANGE County, State of FLORIDA
My commission expires: 6/21/13
Acting in the County of ORANGE

State of _____)

County of _____)

The foregoing instrument was acknowledged before me on this ____ day of May, 2013, by Brian Sellstrom, the Senior Vice President and Treasurer of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said corporation.

_____, Notary Public
____ County, State of _____
My commission expires: _____
Acting in the County of _____

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

Bonnier Active Media, Inc.,
a New York corporation

By: _____

Name: _____

Title: _____

Warren Miller Entertainment, Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

Cruz Bay Publishing, Inc.,
a Delaware corporation

By: _____

Name: Brian Sellstrom

Its: Senior Vice President and Treasurer

[ACKNOWLEDGEMENT PAGE FOLLOWS]

ACKNOWLEDGEMENT

State of _____)

County of _____)

The foregoing instrument was acknowledged before me on this _____ day of May, 2013 by _____, the _____ of Bonnier Active Media, Inc., a New York corporation, to me known to be the person described herein and acknowledged that he/she executed the same as his/her free act and deed on behalf of such corporation.

_____, Notary Public
_____, County, State of _____
My commission expires: _____
Acting in the County of _____

State of CALIFORNIA)

County of SAN DIEGO)

The foregoing instrument was acknowledged before me on this 24 day of May, 2013, by Brian Sellstrom, the Senior Vice President and Treasurer of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said corporation.

Charles J. Cetola
_____, Notary Public
SAN DIEGO County, State of CALIFORNIA
My commission expires: Sept 25 2015
Acting in the County of SAN DIEGO

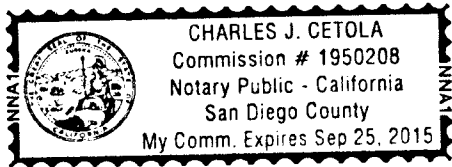


EXHIBIT A
TRADEMARK REGISTRATIONS

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/ CANCELLATION
A SKI Magazine Program (Design)	Bonnier Active Media, Inc.	See class description	Active	0675404	TMA398545	Canada	02/11/1991	05/22/1992	
DESCRIPTION OF CLASS: Organization, development, promotion, merchandising, administration, management, advertising, and operation of competitive skiing events.									
Adventures of Zimmo (Design Mark)	Warren Miller Entertainment, Inc.	9	Active	78074324	2777828	U.S.A.	07/17/2001	10/28/2003	
DESCRIPTION OF CLASS: Class 9: Prerecorded videocassettes featuring entertainment and information of general interest to parents and children									
ADVERTISER INFOLINK	Time4 Media, Inc.	35	Abandoned	75696655	2526225	U.S.A.	05/03/1999	01/01/2002	08/03/2012
DESCRIPTION OF CLASS: Class 35: promoting the goods and services of others via a web page on the global computer network, namely providing advertiser information									
Go Bigger//Live Better	Bonnier Active Media, Inc.	16	Abandoned	78866886	3208929	U.S.A.	04/21/2006	02/13/2007	02/13/2013
DESCRIPTION OF CLASS: Class 16: Magazines featuring topics of sports, athletic training, travel, and lifestyles									
Halfpipe Jam	Bonnier Active Media, Inc.	41	Abandoned	76084291	2566760	U.S.A.	07/06/2000	05/07/2002	05/07/2012
DESCRIPTION OF CLASS: Class 41: entertainment exhibitions in the nature of a freeskiing, skiing and snowboarding competition									
NASTAR	Bonnier Active Media, Inc.	16, 25, and 28 (Class 9 expired)	Active	73137402	1120914	U.S.A.	08/12/1977	06/26/1979	
DESCRIPTION OF CLASS: Class 16: ANNUAL SKI GUIDE AND DIRECTORY Class 25: T-SHIRTS Class 28: SKIING EQUIPMENT-NAMELY, RACING BANNERS, BIBS AND GATE PANELS Class 9: Documentary Films - Expired									
NASTAR	Bonnier Active Media, Inc.	41	Active	74136253	1726359	U.S.A.	02/04/1991	10/20/1992	
DESCRIPTION OF CLASS: Class 41: Entertainment services; namely, conducting recreational ski races									
NASTAR	Bonnier Active Media, Inc.	See class description	Active	0529265	TMA335379	Canada	09/28/1984	12/18/1987	
DESCRIPTION OF CLASS: WARES: (1) Publications, namely an annual ski guide and directory. (2) Instructional and documentary films; t-shirts, and skiing equipment, namely racing banners, bibs and gate panels, ski bags, ski boot bags, and day packs. SERVICES: (1) Organization, development, administration, management and operation of competitive skiing events.									
Ski	Bonnier Active Media, Inc.	16	Active	73011482	1002770	U.S.A.	01/21/1974	01/28/1975	
DESCRIPTION OF CLASS: Class 16: Magazine									

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/CANCELLATION
Ski	Bonnier Active Media, Inc.	16	Active	0433002	TMA255421	Canada	11/28/1978	01/30/1981	
DESCRIPTION OF CLASS: Class 16: Magazines									
Ski	Bonnier Active Media, Inc.	16	Active		903326248	Brazil	01/26/2011	03/22/2011	
DESCRIPTION OF CLASS: "Revistas [Periódicos]", in English "Magazines [periodicals]"									
Ski Magazine's Mountain Home	Bonnier Active Media, Inc.	16	Active	78550604	3245416	U.S.A.	01/20/2005	05/22/2007	
DESCRIPTION OF CLASS: Class 16: magazines in the field of real estate, winter sports and outdoor activities									
Skiing	Bonnier Active Media, Inc.	36	Abandoned	75107334	2181119	U.S.A.	05/21/1996	08/11/1998	05/16/2009
DESCRIPTION OF CLASS: Class 36: credit card services; loan financing services, namely, dispensing cash against a credit line									
Skiing	Bonnier Active Media, Inc.	16	Active	72357462	909613	U.S.A.	04/20/1970	03/09/1971	
DESCRIPTION OF CLASS: Class 16: Magazines published 7 times a year.									
Skiing	Bonnier Active Media, Inc.	16	Active	1018105	TMA583412	Canada	06/14/1999	06/10/2003	
DESCRIPTION OF CLASS: Class 16: Magazines									
Skiing (Design)	Bonnier Active Media, Inc.	16	Active	0575157	TMA353371	Canada	12/22/1986	03/23/1989	
DESCRIPTION OF CLASS:									
SKINET	Bonnier Active Media, Inc.	42	Active	75047224	2083200	U.S.A.	01/23/1996	07/29/1997	
DESCRIPTION OF CLASS: Class 16: Magazines Class 42: computer services, namely, providing access to computer databases, computer bulletin boards, forums and chat groups in the field of mountain sports									
SNOWORLD	Warren Miller Entertainment, Inc.	16	Active	78510843	3035448	U.S.A.	11/03/2004	12/27/2005	
DESCRIPTION OF CLASS: Class 16: magazines in the field of skiing, winter sports and travel									
STN	Bonnier Active Media, Inc.	16	Active	75564825	2279479	U.S.A.	10/05/1998	09/21/1999	
DESCRIPTION OF CLASS: Class 16: Publication, namely, a magazine published quarterly featuring the skiing trade									

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/ CANCELLATION
Warren Miller	Bonnier Active Media, Inc.	9 and 39	Active	75062698	2096710	U.S.A.	02/26/1996	09/16/1997	
DESCRIPTION OF CLASS:		Class 9: Motion picture films and prerecorded video tape and/or discs on the subject of travel and sports and computer software containing sports footage and travel footage. Class 39: Travel services, namely, travel clubs, travel guide services, travel information services, and arranging travel tours.							
Warren Miller	Warren Miller Entertainment, Inc.	9	Active	78698019	3455321	U.S.A.	08/23/2005	06/24/2008	
DESCRIPTION OF CLASS:		Class 9: Downloadable ring tones, ring backs, screensavers, graphics and music via a global computer network and wireless devices; pre-recorded audio visual recordings in the field of skiing, winter sports, and leisure activities							
Warren Miller	Warren Miller Entertainment, Inc.	38	Active	78698018	3412901	U.S.A.	08/23/2005	08/15/2008	
DESCRIPTION OF CLASS:		Class 38: Communications and telecommunication services, namely, wireless broadband communications services; wireless communication services, namely, transmission of text, audio, video and graphics to mobile telephones; wireless electronic transmission of voice signals, data, images and information							
Warren Miller	Warren Miller Entertainment, Inc.	39, 41, 42	Active	78856776	3317579	U.S.A.	04/07/2006	10/23/2007	
DESCRIPTION OF CLASS:		Class 39: Providing online information in the field of travel Class 41: Providing online information in the field of sports, skiing, travel, athletic competitions, films, snow, weather, music. Class 42: Providing online information in the field of weather.							
Warren Miller	Warren Miller Entertainment, Inc.	See class description	Active	1288235	TMA716192	Canada	02/01/2006	06/09/2008	
DESCRIPTION OF CLASS:		<p>WARES: (1) Pre-recorded audio-visual non-software recordings in the field of skiing, winter sports, and leisure activities. (2) Electronic game software for wireless devices. (3) Magazines and books in the field of skiing, winter sports, and leisure activities. (4) Downloadable ring tones, ring backs, screensavers, graphics via a global computer network and wireless devices; downloadable electronic publications in the nature of magazines in the field of skiing, winter sports and leisure activities. (5) Motion picture films and prerecorded non-software video tape and/or discs on the subject of travel and sports and computer software for storing and presenting sports footage and travel footage.</p> <p>SERVICES: (1) Arranging and organizing film tours; arranging and organizing entertainment events, namely concerts and skiing and snowboarding competitions; promoting the sale of goods and services through promotional contests; arranging for sponsors to affiliate goods and services with film tours, film exhibitions, concerts, and skiing and snowboarding competitions; arranging and organizing exhibitions featuring films. (2) Paging services, providing multiple user access to a global computer network, streaming of audio and video material on the Internet.</p>							
Warren Miller's	Warren Miller Entertainment, Inc.	9	Active	78740057	3221805	U.S.A.	10/25/2005	03/27/2007	
DESCRIPTION OF CLASS:		Class 9: DVDs featuring sports and travel; Motion picture films about sports and travel; Pre-recorded CD's, video tapes, laser disks and DVD's featuring sports and travel							
Warren Miller's	Warren Miller Entertainment, Inc.	39 and 41	Active	78740125	3334548	U.S.A.	10/25/2005	11/13/2007	
DESCRIPTION OF CLASS:		Class 39: Organization of travel Class 41: motion picture film production; organizing of events in the field of skiing, winter sports, and leisure activities; entertainment services in the nature of on-going television programs in the field of travel and sports.							

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/ CANCELLATION
Warren Miller's	Bonnier Active Media, Inc.	16	Abandoned	75063301	2087095	U.S.A.	02/26/1996	08/12/1997	05/16/2008
DESCRIPTION OF CLASS: Class 16: Magazines and books on the subjects of sports and travel									
Warren Miller's Global Adventure	Warren Miller Entertainment, Inc.	41	Active	78074288	2764135	U.S.A.		09/16/2003	
DESCRIPTION OF CLASS: Class 41: Entertainment services in the nature of television broadcast programs featuring animals, travel and sports									
Warren Miller's Snowworld Logo	Bonnier Active Media, Inc.	16	Active	75398000	2192419	U.S.A.	11/21/1997	09/29/1998	
DESCRIPTION OF CLASS: Class 16: Magazine in the field of the ski and sports industry									
Warren Miller's The Power of Snow	Warren Miller Entertainment, Inc.	9	Active	78260992	2906377	U.S.A.	06/11/2003	11/30/2004	
DESCRIPTION OF CLASS: Class 9: Video recordings and video disks featuring skiing, snowboarding, daredevil stunts and winter sports									
Winter Lab	Bonnier Corporation	41	Active	77898091	3978959	U.S.A.	12/21/2009	06/14/2011	
DESCRIPTION OF CLASS: Class 41: Providing online magazines, books, newsletters, sections and columns in the field of testing of the snow gear of others for the purpose of certification									

EXHIBIT B
COPYRIGHTS

TITLE	COPYRIGHT CLAIMANT	STATUS	REG. NUMBER	REG. DATE	TYPE OF WORK/ DESCRIPTION
Warren Miller's Children of Winter: Never Grow Old	Warren Miller Entertainment, Inc.	Registered	PA0001748983	12/16/2010	Motion Picture/ Video disc
Warren Miller's Dynasty	Warren Miller Entertainment, Inc.	Registered	PA0001749303	12/16/2010	Motion Picture/ Video disc
Warren Miller's Higher Ground	Warren Miller Entertainment, Inc.	Registered	PA0001748980	12/16/2010	Motion Picture/ Video disc
Warren Miller's Off the Grid	Warren Miller Entertainment, Inc.	Registered	PA0001748985	12/16/2010	Motion Picture/ Video disc
Warren Miller's Playground	Warren Miller Entertainment, Inc.	Registered	PA0001748987	12/16/2010	Motion Picture/ Video disc
Warren Miller's Wintervention	Warren Miller Entertainment	Registered	PA0001753787	12/16/2010	Motion Picture/ Video disc

EXHIBIT C

DOMAIN NAMES

bonniermountaingroup.com	skiluxe.org
bonniermountaingroup.net	skiluxe.tv
bonniermountainsubscriptions.com	skiluxe.us
halfpipejam.com	skiluxemag.com
iski.biz	skiluxemag.net
iski.com	skimag.biz
iski.info	skimag.com
mountainsportsinteractive.com	skimag.info
mountainsportsmedia.com	skimag.tv
mtnsi.com	skimag.us
myskigear.com	skimagazine.biz
myskitrip.com	skimagazine.com
nastar.com	skimagazine.info
rocky-mtns.com	skimagazine.us
rocky-mts.com	skinet.biz
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skiing.info	skisaver.com
skiing.mobi	skisearch.com
skiing.us	skitownsecrets.com
skiingbusiness.com	skitradenews.com
skiingco.com	themountaingroup.com
skiingcompany.biz	theskiingcompany.com
skiingcompany.info	warrenmiller.biz
skiingcompany.tv	warrenmiller.ca
skiingcompanystore.com	warrenmiller.com
skiingconews.com	warrenmiller.info
skiinginteractive.com	warrenmiller.mobi
skiingmag.com	warrenmiller.tv
skiingmag.tv	warrenmillerentertainment.ca
skiingmag.us	warrenmillerentertainment.com
skiingmagazine.biz	warrenmillerentertainment.net
skiingmagazine.com	warrenmillerfilms.com
skiingtradenews.biz	warrenmillerfilms.net
skiingtradenews.com	warrenmillergear.com
skiingtradenews.info	warrenmillersoffthegrid.com
skiluxe.net	warrenmillertv.com

EXHIBIT D
TRADEMARK ASSIGNMENT

[See Attached]

TRADEMARK ASSIGNMENT

WHEREAS, Bonnier Active Media, Inc., a New York ("Assignor"), is the owner of and has adopted and used those trademarks listed below (all such marks being the "Trademarks"), and is the owner of the registrations set forth on Schedule A hereto (collectively, the "Registrations");

WHEREAS, Cruz Bay Publishing, Inc., a Delaware corporation, with offices at 300 N. Continental Blvd., El Segundo, CA 90245 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Trademarks and the Registrations, in the United States of America and all other countries and jurisdictions of the world, as well as all associated goodwill, as successor to the business of the Assignor to which the Trademarks and the Registrations relate.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignor hereby assigns to Assignee all of Assignor's right title and interest in the Trademarks and the Registrations, together with the goodwill of the business associated with the Trademarks and the Registrations.

Executed on the 31st day of May, 2013.

Bonnier Active Media, Inc.,
a New York corporation

By: [Signature]
Name: Jeremy M. Thompson
Title: General Counsel

State of FLORIDA)
County of ORANGE)

The foregoing instrument was acknowledged before me on this 31 day of May, 2013 by JEREMY THOMPSON, the GENERAL COUNSEL / SCVP SECRETARY of Bonnier Active Media, Inc., a New York corporation, to me known to be the person described herein and acknowledged that he/she executed the same as his/her free act and deed on behalf of such corporation.



[Signature]
ARLENE MAY M. HUTCHINSON Notary Public
ORANGE County, State of FLORIDA
My commission expires: 6/21/13
Acting in the County of ORANGE

SCHEDULE A
Registrations

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/CANCELLATION
A SKI Magazine Program (Design)	Bonnier Active Media, Inc.	See class description	Active	0675404	TMA398545	Canada	02/11/1991	05/22/1992	
DESCRIPTION OF CLASS: Organization, development, promotion, merchandising, administration, management, advertising, and operation of competitive skiing events.									
Adventures of Zimmo (Design Mark)	Warren Miller Entertainment, Inc.	9	Active	78074324	2777828	U.S.A.	07/17/2001	10/28/2003	
DESCRIPTION OF CLASS: Class 9: Prerecorded videocassettes featuring entertainment and information of general interest to parents and children									
ADVERTISER INFOLINK	Time4 Media, Inc.	35	Abandoned	75696655	2526225	U.S.A.	05/03/1999	01/01/2002	08/03/2012
DESCRIPTION OF CLASS: Class 35: promoting the goods and services of others via a web page on the global computer network, namely providing advertiser information									
Go Bigger//Live Better	Bonnier Active Media, Inc.	16	Abandoned	78866886	3208929	U.S.A.	04/21/2006	02/13/2007	02/13/2013
DESCRIPTION OF CLASS: Class 16: Magazines featuring topics of sports, athletic training, travel, and lifestyles									
Halfpipe Jam	Bonnier Active Media, Inc.	41	Abandoned	76084291	2566760	U.S.A.	07/06/2000	05/07/2002	05/07/2012
DESCRIPTION OF CLASS: Class 41: entertainment exhibitions in the nature of a freeskiing, skiing and snowboarding competition									
NASTAR	Bonnier Active Media, Inc.	16, 25, and 28 (Class 9 expired)	Active	73137402	1120914	U.S.A.	08/12/1977	06/26/1979	
DESCRIPTION OF CLASS: Class 16: ANNUAL SKI GUIDE AND DIRECTORY Class 25: T-SHIRTS Class 28: SKIING EQUIPMENT-NAMELY, RACING BANNERS, BIBS AND GATE PANELS Class 9: Documentary Films - Expired									
NASTAR	Bonnier Active Media, Inc.	41	Active	74136253	1726359	U.S.A.	02/04/1991	10/20/1992	
DESCRIPTION OF CLASS: Class 41: Entertainment services; namely, conducting recreational ski races									
NASTAR	Bonnier Active Media, Inc.	See class description	Active	0529265	TMA335379	Canada	09/28/1984	12/18/1987	
DESCRIPTION OF CLASS: WARES: (1) Publications, namely an annual ski guide and directory. (2) Instructional and documentary films; t-shirts, and skiing equipment, namely racing banners, bibs and gate panels, ski bags, ski boot bags, and day packs. SERVICES: (1) Organization, development, administration, management and operation of competitive skiing events.									

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/CANCELLATION
Ski	Bonnier Active Media, Inc.	16	Active	73011482	1002770	U.S.A.	01/21/1974	01/28/1975	
DESCRIPTION OF CLASS: Class 16: Magazine									
Ski	Bonnier Active Media, Inc.	16	Active	0433002	TMA255421	Canada	11/28/1978	01/30/1981	
DESCRIPTION OF CLASS: Class 16: Magazines									
Ski	Bonnier Active Media, Inc.	16	Active		903326248	Brazil	01/26/2011	03/22/2011	
DESCRIPTION OF CLASS: "Revistas [Periódicos]", in English "Magazines [periodicals]"									
Ski Magazine's Mountain Home	Bonnier Active Media, Inc.	16	Active	78550604	3245416	U.S.A.	01/20/2005	05/22/2007	
DESCRIPTION OF CLASS: Class 16: magazines in the field of real estate, winter sports and outdoor activities									
Skiing	Bonnier Active Media, Inc.	36	Abandoned	75107334	2181119	U.S.A.	05/21/1996	08/11/1998	05/16/2009
DESCRIPTION OF CLASS: Class 36: credit card services; loan financing services, namely, dispensing cash against a credit line									
Skiing	Bonnier Active Media, Inc.	16	Active	72357462	909613	U.S.A.	04/20/1970	03/09/1971	
DESCRIPTION OF CLASS: Class 16: Magazines published 7 times a year.									
Skiing	Bonnier Active Media, Inc.	16	Active	1018105	TMA583412	Canada	06/14/1999	06/10/2003	
DESCRIPTION OF CLASS: Class 16: Magazines									
Skiing (Design)	Bonnier Active Media, Inc.	16	Active	0575157	TMA353371	Canada	12/22/1986	03/23/1989	
DESCRIPTION OF CLASS:									
SKINET	Bonnier Active Media, Inc.	42	Active	75047224	2083200	U.S.A.	01/23/1996	07/29/1997	
DESCRIPTION OF CLASS: Class 16: Magazines Class 42: computer services, namely, providing access to computer databases, computer bulletin boards, forums and chat groups in the field of mountain sports									

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/CANCELLATION
SNOWORLD	Warren Miller Entertainment, Inc.	16	Active	78510843	3035448	U.S.A.	11/03/2004	12/27/2005	
DESCRIPTION OF CLASS: Class 16: magazines in the field of skiing, winter sports and travel									
STN	Bonnier Active Media, Inc.	16	Active	75564825	2279479	U.S.A.	10/05/1998	09/21/1999	
DESCRIPTION OF CLASS: Class 16: Publication, namely, a magazine published quarterly featuring the skiing trade									
Warren Miller	Bonnier Active Media, Inc.	9 and 39	Active	75062698	2096710	U.S.A.	02/26/1996	09/16/1997	
DESCRIPTION OF CLASS: Class 9: Motion picture films and prerecorded video tape and/or discs on the subject of travel and sports and computer software containing sports footage and travel footage. Class 39: Travel services, namely, travel clubs, travel guide services, travel information services, and arranging travel tours.									
Warren Miller	Warren Miller Entertainment, Inc.	9	Active	78698019	3455321	U.S.A.	08/23/2005	06/24/2008	
DESCRIPTION OF CLASS: Class 9: Downloadable ring tones, ring backs, screensavers, graphics and music via a global computer network and wireless devices; pre-recorded audio visual recordings in the field of skiing, winter sports, and leisure activities									
Warren Miller	Warren Miller Entertainment, Inc.	38	Active	78698018	3412901	U.S.A.	08/23/2005	08/15/2008	
DESCRIPTION OF CLASS: Class 38: Communications and telecommunication services, namely, wireless broadband communications services; wireless communication services, namely, transmission of text, audio, video and graphics to mobile telephones; wireless electronic transmission of voice signals, data, images and information									
Warren Miller	Warren Miller Entertainment, Inc.	39, 41, 42	Active	78856776	3317579	U.S.A.	04/07/2006	10/23/2007	
DESCRIPTION OF CLASS: Class 39: Providing online information in the field of travel Class 41: Providing online information in the field of sports, skiing, travel, athletic competitions, films, snow, weather, music. Class 42: Providing online information in the field of weather.									
Warren Miller	Warren Miller Entertainment, Inc.	See class description	Active	1288235	TMA716192	Canada	02/01/2006	06/09/2008	
DESCRIPTION OF CLASS: WARES: (1) Pre-recorded audio-visual non-software recordings in the field of skiing, winter sports, and leisure activities. (2) Electronic game software for wireless devices. (3) Magazines and books in the field of skiing, winter sports, and leisure activities. (4) Downloadable ring tones, ring backs, screensavers, graphics via a global computer network and wireless devices; downloadable electronic publications in the nature of magazines in the field of skiing, winter sports and leisure activities. (5) Motion picture films and prerecorded non-software video tape and/or discs on the subject of travel and sports and computer software for storing and presenting sports footage and travel footage. SERVICES: (1) Arranging and organizing film tours; arranging and organizing entertainment events, namely concerts and skiing and snowboarding competitions; promoting the sale of goods and services through promotional contests; arranging for sponsors to affiliate goods and services with film tours, film exhibitions, concerts, and skiing and snowboarding competitions; arranging and organizing exhibitions featuring films. (2) Paging services, providing multiple user access to a global computer network, streaming of audio and video material on the Internet.									

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/ CANCELLATION
Warren Miller's	Warren Miller Entertainment, Inc.	9	Active	78740057	3221805	U.S.A.	10/25/2005	03/27/2007	
DESCRIPTION OF CLASS: Class 9: DVDs featuring sports and travel; Motion picture films about sports and travel; Pre-recorded CD's, video tapes, laser disks and DVD's featuring sports and travel									
Warren Miller's	Warren Miller Entertainment, Inc.	39 and 41	Active	78740125	3334548	U.S.A.	10/25/2005	11/13/2007	
DESCRIPTION OF CLASS: Class 39: Organization of travel Class 41: motion picture film production; organizing of events in the field of skiing, winter sports, and leisure activities; entertainment services in the nature of on-going television programs in the field of travel and sports.									
Warren Miller's	Bonnier Active Media, Inc.	16	Abandoned	75063301	2087095	U.S.A.	02/26/1996	08/12/1997	05/16/2008
DESCRIPTION OF CLASS: Class 16: Magazines and books on the subjects of sports and travel									
Warren Miller's Global Adventure	Warren Miller Entertainment, Inc.	41	Active	78074288	2764135	U.S.A.		09/16/2003	
DESCRIPTION OF CLASS: Class 41: Entertainment services in the nature of television broadcast programs featuring animals, travel and sports									
Warren Miller's Snowworld Logo	Bonnier Active Media, Inc.	16	Active	75398000	2192419	U.S.A.	11/21/1997	09/29/1998	
DESCRIPTION OF CLASS: Class 16: Magazine in the field of the ski and sports industry									
Warren Miller's The Power of Snow	Warren Miller Entertainment, Inc.	9	Active	78260992	2906377	U.S.A.	06/11/2003	11/30/2004	
DESCRIPTION OF CLASS: Class 9: Video recordings and video disks featuring skiing, snowboarding, daredevil stunts and winter sports									
Winter Lab	Bonnier Corporation	41	Active	77898091	3978959	U.S.A.	12/21/2009	06/14/2011	
DESCRIPTION OF CLASS: Class 41: Providing online magazines, books, newsletters, sections and columns in the field of testing of the snow gear of others for the purpose of certification									

EXHIBIT E
COPYRIGHT ASSIGNMENT

[See Attached]

COPYRIGHT ASSIGNMENT

WHEREAS, Warren Miller Entertainment, Inc., a Delaware corporation (“Assignor”), is the owner of those copyrights listed herein (all such marks being the “Copyrights”), and is the owner of the registrations set forth on Schedule A hereto (collectively, the “Copyright Registrations”):

WHEREAS, Cruz Bay Publishing, Inc., a Delaware corporation, with offices at 300 N. Continental Blvd., El Segundo, CA 90245 (“Assignee”), desires to acquire all of Assignor’s right, title and interest in and to the Copyrights and the Copyright Registrations, as well as all associated goodwill, as successor to the business of the Assignor to which the Copyrights and the Copyright Registrations relate.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignor hereby assigns to Assignee all of Assignor’s right title and interest in the Copyrights and the Copyright Registrations, in the United States of America and all other countries and jurisdictions of the world, including without limitation all exclusive rights granted to an author and/or owner under the copyright laws of the United States, foreign countries and international copyright conventions, all ancillary rights arising therefrom, all other rights of any nature and in any media, whether now known or hereafter devised, throughout the world, the moral rights of authors (which are hereby waived to the extent they cannot be assigned to Assignee), and the right to sue and recover for any past infringement thereof, together with the goodwill of the business associated with the Copyrights and the Copyright Registrations.

Executed on the 31st day of May, 2013.

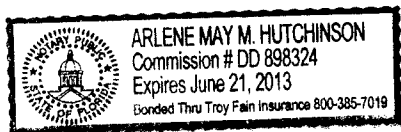
Warren Miller Entertainment, Inc.,
a Delaware corporation

By: [Signature]
Name: Jeremy M. Thompson
Title: General Counsel

State of FLORIDA)

County of ORANGE)

The foregoing instrument was acknowledged before me on this 31st day of May, 2013 by JEREMY THOMPSON, the GENERAL COUNSEL / CORP. SECRETARY of Warren Miller Entertainment, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he/she executed the same as his/her free act and deed on behalf of such corporation.



[Signature]
ARLENE MAY M. HUTCHINSON Notary Public
ORANGE County, State of FLORIDA
My commission expires: 6/21/13
Acting in the County of ORANGE

SCHEDULE A

Copyright Registrations

TITLE	COPYRIGHT CLAIMANT	STATUS	REG. NUMBER	REG. DATE	TYPE OF WORK/ DESCRIPTION
Warren Miller's Children of Winter: Never Grow Old	Warren Miller Entertainment, Inc.	Registered	PA0001748983	12/16/2010	Motion Picture/ Video disc
Warren Miller's Dynasty	Warren Miller Entertainment, Inc.	Registered	PA0001749303	12/16/2010	Motion Picture/ Video disc
Warren Miller's Higher Ground	Warren Miller Entertainment, Inc.	Registered	PA0001748980	12/16/2010	Motion Picture/ Video disc
Warren Miller's Off the Grid	Warren Miller Entertainment, Inc.	Registered	PA0001748985	12/16/2010	Motion Picture/ Video disc
Warren Miller's Playground	Warren Miller Entertainment, Inc.	Registered	PA0001748987	12/16/2010	Motion Picture/ Video disc
Warren Miller's Wintervention	Warren Miller Entertainment	Registered	PA0001753787	12/16/2010	Motion Picture/ Video disc

DETROIT 27932-331 1279623v1

EXHIBIT F
DOMAIN NAME ASSIGNMENT

[See Attached]

DOMAIN NAME ASSIGNMENT

WHEREAS, Bonnier Corporation, a Delaware corporation ("Assignor"), is the owner of those internet domain names listed herein (all such marks being the "Domain Names"), and is the owner of the Domain Names set forth on Schedule A hereto:

WHEREAS, Cruz Bay Publishing, Inc., a Delaware corporation, with offices at 300 N. Continental Blvd., El Segundo, CA 90245 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Domain Names, as well as all associated goodwill, as successor to the business of the Assignor to which the Domain Names relate.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignor hereby assigns to Assignee all of Assignor's right title and interest in the Domain Names, in the United States of America and all other countries and jurisdictions of the world, including without limitation all exclusive rights granted to an author and/or owner under the copyright laws of the United States, foreign countries and international copyright conventions, all ancillary rights arising therefrom, all other rights of any nature and in any media, whether now known or hereafter devised, throughout the world, the moral rights of authors (which are hereby waived to the extent they cannot be assigned to Assignee), and the right to sue and recover for any past infringement thereof, together with the goodwill of the business associated with the Domain Names.

Executed on the 31st day of May, 2013.

Bonnier Corporation,
a Delaware corporation

By: [Signature]
Name: Jeremy M. Thompson
Title: General Counsel

State of FLORIDA)
County of ORANGE)

The foregoing instrument was acknowledged before me on this 31st day of May, 2013 by JEREMY THOMPSON, the GENERAL COUNSEL of Bonnier Corporation, a Delaware corporation, to me known to be the person described herein and acknowledged that he/she executed the same as his/her free act and deed on behalf of such corporation.



[Signature]
ARLENE MAY M. HUTCHINSON Notary Public
ORANGE County, State of FLORIDA
My commission expires: 6/21/13
Acting in the County of ORANGE

SCHEDULE A

Domain Names

bonniermountaingroup.com	skiluxe.org
bonniermountaingroup.net	skiluxe.tv
bonniermountainsubscriptions.com	skiluxe.us
halfpipejam.com	skiluxemag.com
iski.biz	skiluxemag.net
iski.com	skimag.biz
iski.info	skimag.com
mountainsportsinteractive.com	skimag.info
mountainsportsmedia.com	skimag.tv
mtnsi.com	skimag.us
myski.com	skimagazine.biz
myskitrip.com	skimagazine.com
nastar.com	skimagazine.info
rocky-mtns.com	skimagazine.us
rocky-mts.com	skinet.biz
ski.info	skinet.com
ski.mobi	skinet.info
ski.us	skinet.mobi
skiing.info	skisaver.com
skiing.mobi	skisearch.com
skiing.us	skitownsecrets.com
skiingbusiness.com	skitradenews.com
skiingco.com	themountaingroup.com
skiingcompany.biz	theskiingcompany.com
skiingcompany.info	warrenmiller.biz
skiingcompany.tv	warrenmiller.ca
skiingcompanystore.com	warrenmiller.com
skiingconews.com	warrenmiller.info
skiinginteractive.com	warrenmiller.mobi
skiingmag.com	warrenmiller.tv
skiingmag.tv	warrenmillerentertainment.ca
skiingmag.us	warrenmillerentertainment.com
skiingmagazine.biz	warrenmillerentertainment.net
skiingmagazine.com	warrenmillerfilms.com
skiingtradenews.biz	warrenmillerfilms.net
skiingtradenews.com	warrenmillergear.com
skiingtradenews.info	warrenmillersoffthegrid.com
skiluxe.net	warrenmillertv.com