

## TRADEMARK ASSIGNMENT

Electronic 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
Haymarket Media, Inc.		08/15/2013	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	WCW, Inc.		
Street Address:	77 North Washington Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02114		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85869785	COMPLIANCE WEEK	
Registration Number:	3339810	COMPLIANCE WEEK	
Registration Number:	3072742	COMPLIANCE WEEK	
CORRESPONDENCE DATA			
Fax Number:	6127661600		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6127668982		
Email:	tmmpis@FaegreBD.com		
Correspondent Name:	Faegre Baker Daniels LLP		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402-3901		
ATTORNEY DOCKET NUMBER:	502650.1		
NAME OF SUBMITTER:	Dianna L. Gould, Paralegal		

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Signature:	/dlg/
Date:	08/19/2013
<b>Total Attachments: 5</b> source=North End - Executed Trademark Assignment#page1.tif source=North End - Executed Trademark Assignment#page2.tif source=North End - Executed Trademark Assignment#page3.tif source=North End - Executed Trademark Assignment#page4.tif source=North End - Executed Trademark Assignment#page5.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement"), dated as of August 15, 2013 (the "Effective Date"), is made by and between WCW, Inc., a Delaware corporation on the one hand ("Assignee"), and Haymarket Media, Inc., a New York corporation ("Assignor"). Assignor and Assignee are each individually referred to herein as a "Party" and collectively, as the "Parties". Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Purchase Agreement (as defined below).

### RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee is acquiring substantially all of the assets used in the operation of the Business, including by assuming all right, title and interest of Assignor to certain Trademarks currently owned by Assignor;

B. Assignor owns all right, title and interest in and to the trademarks listed in Exhibit A to this Agreement (the "Trademarks"); and

C. Assignor wishes to sell and assign to Assignee and Assignee wishes to purchase and assume from Assignor all right, title and interest of Assignor in and to the Trademarks.

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Assignor agrees to and does hereby transfer to Assignee, and Assignee does hereby accept all right, title and interest in and to the Trademarks, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

2. Assignor agrees to execute and deliver, and to cause its Affiliates to execute and deliver, at the reasonable request of Assignee, all papers, instruments and assignments, and to perform any other reasonable acts Assignee may reasonably require in order to vest all of Assignor's right, title and interest in and to the Trademarks in Assignee and/or provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by Assignee, to the extent that such evidence is in the possession or control of Assignor.

3. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

4. This Agreement shall be construed and interpreted according to the laws of the State of New York, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

5. This Agreement may be executed by facsimile or pdf copy of signature pages and in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. None of the provisions of this Agreement may be amended or waived except if such amendment or waiver is in writing and is signed, in the case of an amendment, by all Parties, or in the case of a waiver, by the Party against whom the waiver is to be effective.

7. If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

[Signature page follows]





## EXHIBIT A

### Trademarks

Country	App. No./Reg. No.	Filed/Registered	Class
U.S.A.	85/869,785	March 7, 2013	41
U.S.A.	3,339,810	Nov. 20, 2007	16
U.S.A.	3,072,742	Mar. 28, 2006	9
European Community	005250733	July 9, 2007	9, 16
Japan	5025159	Feb. 9, 2007	9, 16