

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
	Vincent Mazotta		10/22/2011	INDIVIDUAL: UNITED STATES
	Runway Beauty Inc		10/22/2011	CORPORATION: ARIZONA
RECEIVING PARTY DATA				
Name:	James Buccelli			
Street Address:	8560 Sunset Blvd, 5th Floor			
City:	West Hollywood			
State/Country:	CALIFORNIA			
Postal Code:	90069			
Entity Type:	INDIVIDUAL: UNITED STATES			
Name:	Runway Magazine Inc			
Street Address:	8560 Sunset Blvd, 5th Floor			
City:	West Hollywood			
State/Country:	CALIFORNIA			
Postal Code:	90069			
Entity Type:	CORPORATION: CALIFORNIA			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Serial Number:	85805139	RUNWAY MAGAZINE	
	Registration Number:	3586631	RUNWAY MAGAZINE	
CORRESPONDENCE DATA				
Fax Number:				
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	310-739-7408			
Email:	ceo@runwaymagazineinc.com			

OP \$65.00 85805139

Correspondent Name: James Buccelli
Address Line 1: 8560 Sunset Blvd, 5th Floor
Address Line 4: West Hollywood, CALIFORNIA 90069

NAME OF SUBMITTER:	James Buccelli
Signature:	/James Bucceli/
Date:	10/08/2013

Total Attachments: 18

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**CONFIDENTIAL SETTLEMENT AGREEMENT
AND
MUTUAL RELEASE OF CLAIMS**

**TRADEMARK LITIGATION
Runway Beauty, Inc. v. Runway Magazine, Inc. et al
2:09-cv-08333-JAK - JEM**

This Confidential Settlement Agreement and Mutual Release of Claims (the "Agreement") is made effective the 28th day of October, 2011 (the "Effective Date"), by and between RUNWAY BEAUTY, INC., an Arizona corporation and Vincent Mazzotta and their entities and assigns (hereinafter "RBI") including any subsequent corporate name adopted by RBI, and RUNWAY MAGAZINE, INC., a California corporation and James Buccelli and their entities and assigns (hereinafter "RMI") including any subsequent corporate name adopted by RMI. RBI and RMI each are referred to herein separately and/or collectively as "Party" and/or as the "Parties."

There are no other parties to this Agreement effective as of the "Effective Date" above.

WHEREAS, a dispute has arisen between the Parties relating to the use of the trade-name "Runway Magazine" and related terms and related names used in trade in connection with products and services offered by RBI and RMI; and, including website addresses, domain names, media files, names used in interviews and names used at events use these Parties.

WHEREAS, RBI filed suit against RMI in United States District Court for the Central District of California, Case No.2:09-cv-08333-JAK -JEM, and RMI has brought counterclaims and other affirmative claims against RBI in that case (hereinafter "California Action"); and,

WHEREAS, RBI and RMI believe that each has claims against each other in the United States (see California Action) and/or in foreign jurisdictions alleging trademark infringement and other claims, but to which neither Party has yet filed suit in these foreign jurisdictions (hereinafter "Foreign Rights"); and,

WHEREAS, both RBI and RMI applied to the U.S. Patent and Trademark Office to register trademarks containing "Runway Magazine"¹, and RBI has obtained registration of certain trademarks and specifically the trademark of "Runway Magazine."²

¹ RBI's application filed on July 31, 2008 (Application No. 77536081) alleges 1st use 01/01/07 and 1st use in commerce 05/01/07; and, RMI's application filed on November 11, 2008 (Application No. 77/612008) alleges 1st use 01/01/95 and 1st use in commerce as 01/01/00

² RBI obtained Registration No. 3586631 for "Runway Magazine" granted March 10, 2009.

WHEREAS, both RBI and RMI each oppose the other's applications, but neither has asserted any counterclaims with the Trademark Trial and Appeal Board ("TTAB") rather choosing to adjudicate their disputes in the California Action.

WHEREAS, the Parties wish to resolve their disputes, including all claims brought by the Parties in the California Action, the Foreign Rights, and any and all claims the Parties have before the TTAB;

NOW, THEREFORE, with sufficient consideration in exchange for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Use of the "Runway Magazine" Mark:" The Parties have agreed to enter into this Agreement and the use of their respective Marks in the manner set forth herein. Except as provided herein RBI will as set forth herein ultimately permanently cease the use of the marks "Runway Magazine" and/or "Runway Magazine, Inc." ("RMI Marks") and RBI will use of the Mark "Runway" and "Runway TV" ("RBI Marks) RBI will use the RBI Marks as much as possible and as quickly as possible, especially, after RBI obtains the trademark registration for "Runway." The design, fonts and sizing of the Marks exemplified by the samples submitted by the Parties in "Addendum A."

a. It is the intention of the Parties that the ownership of the name "Runway Magazine" will reside with RMI and James Buccelli and their entities and assigns; and, that ownership of the name "Runway" will reside with RBI and Vincent Mazzotta and their entities and assigns. The immediate use of "Runway Magazine" will reside with RMI and James Buccelli and their entities and assigns but it is understood by the Parties that it may take time for RBI to transition its use from "Runway Magazine" to "Runway" and when possible to effectuate the transfer of legal right and interest to RMI and James Buccelli and their entities and assigns. Therefore, the Parties understand that the trade-name "Runway Magazine" may take a period of years to effectively transfer it to with RMI and James Buccelli and their entities and assigns, but, it is the intention of the Parties by this Agreement to do so.

b. It is the intention of the Parties at the present time to co-existing trademark registrations for use of the Mark "Runway Magazine." (An example of which is attached as part of "Addendum A.") The Parties agree to share the Mark within the boundaries of the United States for the next 18-months (the "Period") (starting on the Effective Date) as stated herein.

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(See below for use of Mark outside of the United States.) Following the Period and except as stated herein, RBI will cease all use of "Runway" in conjunction with "Magazine" and will only use "Runway." During the 18-month period within the United States, RBI may as necessary and/or required to protect, secure and/or make use RBI's Marks in commerce continue RBI's use of RBI trademark registration of "Runway Magazine" for contractual purposes. If required to continue use of the Mark "Runway Magazine" in commerce to protect, secure and/or make use RBI's Marks in the United States, RBI will when used in commerce only place any and all reference to the Mark "Runway Magazine" on the binder of any such publication and/or inside any such publication within the cover credits. Additionally, see further terms and conditions agreed to by the Parties, directly, in Paragraphs "C1" and "C2" of Addendum "A" to this Agreement.

c. Effective immediately, in all print, advertisements, and Internet, RMI agrees to use "Runway" in conjunction with "Magazine;" with "Magazine" to immediately follow "Runway" with nothing between the words. RMI agrees that in all uses of "Runway Magazine", the font of the term "Runway" and "Magazine" must be identical. RMI further agrees that in all uses of "Runway Magazine" that the font size of term "Magazine" must be no less the 1/4 of the font size of the term "Runway." This in no way affects the right of RMI to use "Runway" with other words as exemplified by but not limited to such trade-names (and/or Trademarks) as "Runway Magazine TV," "Got Runway," "Runway Today," "Runway Report" and "Runway Fashion TV." And, RMI may use the abbreviation of Magazine to "Mag" but not in a logo format.. Similarly, this in no way effect the right of RBI to use "Runway" with other words as exemplified by but not limited to its trademarks and other names such as "Runway News" and "Runway Beauty." If the Parties intend to use the term "Runway" in connection with an additional term not stated within this Agreement and not in a manner described in this Agreement, the Parties must provide written notice fourteen (14) days prior to such use. Written notice must be in the form of E-mail (to ceo@runwaybeauty.com) and fax to RBI, and/or by E-mail (to runwayjames@gmail.com) and fax to RMI. The Party giving notice must confirm receipt by telephone and written memorial of that confirmation by same method using E-mail and fax as stated above.

d. Effective immediately, in all print, advertisements, and Internet, RMI shall agree to discontinue any and all uses of "Runway TV". RMI agrees not to challenge the validity of RBI's U.S. Trademark Reg. 3,872,255 for "Runway TV." In turn, RBI agrees to allow RMI to use the exact phrases "Runway Magazine TV" and "Runway Fashion TV." RMI further agrees that in all uses of "Runway Magazine TV" and "Runway Fashion TV," that the font size of any term following "Runway" must be no less the 1/4 of the font size of the term "Runway." The Parties agree to not to use their respective agreed upon trade-names of "Runway" for and by RBI

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and "Runway Magazine" for and by RMI with the use of any nominal letter, symbol and/or numbers in their respective trade-names "Runway" (such as "Runway the Magazine") and "Runway Magazine" (such as "RunwayTV") not agreed to herein that results in confusion. If a Party believes any such confusion has occurred than written notice must be given consistent with the method of notice stated in Paragraph "1-c." above.

e. Under this settlement RMI will submit applications to the U.S. Patent & Trademark Office ("USPTO") for use of the Marks "Runway Magazine" and/or "Runway Magazine, Inc." RBI hereby consents to these applications and RMI's use of the RMI Marks; and, RBI will provide the USPTO with written consent to RMI'S use of and obtaining registration of these Marks with the USPTO. RBI will provide RMI or its successors or assigns and the USPTO with whatever assistance and/or documents which are necessary for RMI to obtain registration of these RMI Marks.

f. RBI has filed various trademark applications with the USPTO, including but not limited to U.S. Serial No. 85317615 (the "'615 Application") for "Runway". The '615 Application has received a suspension in view of U.S. Serial No. 77-612008, owned or controlled by RMI or its successors or assigns. RMI agrees to provide RBI a written consent and to fully cooperate with RBI's use of and obtaining registration of the '615 Application and any other future application filed by RBI or its successors or assigns for the mark "Runway." RMI will provide RBI and the USPTO with whatever assistance and/or documents that are necessary for RBI to obtain registration of these Runway Marks.

g. It is the intent of the Parties to include in this settlement these Marks' use in or as a trademark, logo, trade name, or corporate name or portion thereof in any way and in any channel of distribution, in the United States and throughout the world. Notwithstanding the foregoing 18-month period within the United States, , RBI may as necessary and/or required to protect, secure and/or make use RBI's Marks in commerce continue RBI's use of the Mark "Runway Magazine" outside of the United States for contractual purposes. If required to continue use of the Mark "Runway Magazine" in commerce outside of the United States to protect, secure and/or make use RBI's Marks, RBI will when used in commerce only place any and all reference to the Mark "Runway Magazine" on the binder of any such publication and/or inside any such publication within the cover credits.

h. Should either Party every obtain the rights to and/or use of the domain name www.runwaymagazine.com; the Parties agree to use their mutual use of said domain name solely for the purpose of redirecting traffic to their other websites.

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i. If there are any domain names that these Parties agree to transfer between them as set forth in the attached "Addendum A" as of the Effective Date of this Agreement or thereafter, the assignor will execute any required "Domain Name Assignment" required for assignment of the domain name to the assignee. Each Party further agrees to change any and all administrative records for any assigned domain names and to list the individuals and/or entities designated by the other Party as the "Administrative Contact." Each Party further agrees to perform all actions necessary to maintain ownership of any existing registrations of domain names to be assigned and to retain all legal rights necessary to fulfill the obligations set forth in this paragraph.

j. As of the Effective Date of this Agreement, both Parties agree to not obstruct and/or prevent the distribution of the products of the other Party, including but not limited to any relations existing or to be established with any and all distributors, resellers, marketers and business builders (herein collectively referred to as "Distributors").

k. To the extent required under this Agreement both Parties are contractually required under this Agreement to cooperate with Distributors and when required to inform Distributors that they have no objections to the promotion and sale of the other Party's publication(s) by Distributors.

l. To the extent necessary and/or required by the contractual obligations the Parties have with any Distributors, each Party shall inform its Distributors that it has entered into a settlement agreement with the other regarding the use of the Marks addressed herein; and, that the Party has acknowledged the validity of the other Party's Marks, and will provide Distributors with any written release required by Distributors arising out of future use of these Marks. This Agreement is confidential and neither Party is to release a copy of the Agreement to any third party without the prior written consent of the other Party and/or unless the Party has obtained a Court order authorizing the release of this Agreement and/or the Party is required to provide a copy of this Agreement by law.

m. The Parties will not sell or otherwise transfer any ownership or other rights in the RMI Marks, including any rights in domain names containing the RMI Marks except as specifically authorized under this Agreement; and/or, with the written mutual consent of both Parties. Reasonable consent may not be withheld.

n. Attached as part of "Addendum A" is a copy of the proposed use of the Mark by RMI and a copy of RMI's proposed magazine in its entirety. Also included in "Addendum A" are the Parties comments and agreements between themselves as to the use by the

Parties and the proposed magazine by RMI.

2. The Parties further agrees to perform all actions necessary to maintain ownership of the existing registrations for the Marks and/or related domain names and to retain all legal rights necessary to fulfill the obligations set forth in this Agreement.

3. The Parties further agree to immediately dismiss with prejudice all claims, counterclaims, or other legal proceedings in whatever form or forum that either Party has brought for cancellation of any U.S. or foreign trademark registration issued to either Party containing the terms "Runway Magazine." Upon execution of this Agreement the Parties agree to immediately direct their respective counsel to dismiss with prejudice and without costs to either Party all actions each has filed and claims each has asserted against the other in accordance with local law and procedure. **This Agreement represents a full, final and complete settlement of all the existing disputes between these Parties.** The Parties agree to cooperate with each other in promptly completing all acts and executing all documentation necessary to effect such withdrawals and dismissals immediately following the Effective Date of this Agreement.

4. Acknowledgment of Validity of the Parties' respective Marks as described herein: The Parties and successors in interest hereby recognize and acknowledge RMI's ownership rights in and to the trademark "Runway Magazine" worldwide, inside the United States and outside the United States as specifically stated herein; and, all of the goodwill associated therewith. The Parties and successors in interest hereby recognize and acknowledge RBI's ownership rights in and to the trademark "Runway" worldwide, inside the United States and outside the United States as specifically stated herein; and, all of the goodwill associated therewith. Further, the Parties acknowledge and agree that the "Runway Magazine" trademark at issue in the California Action arising from RBI's application and the United States Trademark Registration No. 3586631 granted March 10, 2009, and all other foreign and domestic registrations and/or applications comprising or incorporating the use of "Runway Magazine" in commerce are famous, valid, enforceable, subsisting and owned by RBI and RMI as expressly stated herein. The Parties agree to publicly acknowledge the validity of their "Runway Magazine" Trademarks as necessary for each individual occasion and/or event under this Agreement that arise, and, only as necessary in a joint mutual statement as hereinafter provided for in "Addendum A."

a. Each Party and their successors in interest hereby recognize and acknowledge the ownership rights in and to the trademarks addressed in this Agreement worldwide and all of the goodwill associated therewith.

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b. Each Party and their successors in interest and present and future subsidiaries agree not to hereafter challenge or contest, directly or indirectly, the validity, ownership or registration of any trademark under this Agreement including in any proceeding of any type in any country.

5. No Payment(s): Under this Agreement the Parties agree and acknowledge that no sums of money are owed and/or due to the other Party under this Agreement. And, each Party agrees and acknowledges that they are each solely responsible for all their legal fees and any and all costs and expenses incurred.

6. License: The Parties agree that if necessary to execute any licensing agreement(s) consistent with this Agreement that the other Party may require to effectuate this Agreement and that Party's rights and/or interests under this Agreement, and/or required to enter into any contractual relationship with any third party to make use of that Party's rights and/or interests under this Agreement. No Party shall seek any such licensing agreement that will adversely impact the other Party's rights and/or interests under this Agreement, nor, shall a Party be required to sign any such licensing agreement that would damage that Party's rights and/or interests under this Agreement. No Party is required to execute any licensing agreement that may expose that Party to liability, but, may not unreasonably refuse to execute any licensing agreement due to exposure to liability if the other Party agrees in writing to fully indemnify the other Party and provides written proof of their ability to so indemnify.

7. Covenant Regarding Past Damages: The Parties further hereby irrevocably and perpetually covenants not to sue the other, its successors in interest, its past, present and future assigns, officers, directors, subsidiaries, affiliates, insurers and underwriters, or otherwise seek recovery from such parties, for "Past Damages." "Past Damages" means any and all damages that have accrued on account of any and all trademark infringement that has occurred before the Effective Date. In no event shall this covenant apply to any future violations of these Parties rights and/or interests under this Agreement.

8. Releases: The Parties specifically release, waive, and forever discharge each other, their successors in interest, their past, present and future assigns, officers, directors, subsidiaries, affiliates, insurers and underwriters, from any and all past claims, demands, actions, liabilities and causes of actions, of every kind and character, whether asserted or unasserted, whether known or unknown, suspected or unsuspected, in law or in equity, for or by reason of any matter, cause or thing whatsoever, arising out of the claims asserted by the Parties in the California Action and/or from any past claims arising out of distribution of the publications using the "Runway Magazine" trade-name and/or Mark prior to the Effective Date of this Agreement.

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9. Dismissal of California Action: Upon execution of this Agreement the Parties shall direct their counsel to dismiss the California Action with prejudice, including all claims of RBI and all counterclaims of RMI and James Buccelli, each Party to bear its own costs, and with the form of agreed order attached hereto as Exhibit "A."

10. Confidentiality: The Parties agree to not provide any copy of this Agreement to any third party without the prior written consent of the other Party. This Agreement is confidential and neither Party is to release a copy of the Agreement to any third party without the prior written consent of the other Party and/or unless the Party has obtained a Court order authorizing the release of this Agreement and/or the Party is required to provide a copy of this Agreement by law.

11. The parties agree to a "joint mutual statement " in the form attached hereto in "Addendum A."

a. Except for the joint press release provided in "Addendum A," and except for the release of this Agreement as agreed to by the Parties and/or as required by law, the Parties agree to keep confidential and not disclose to any third party the terms and conditions of this Agreement. The Parties may disclose the existence of this Agreement and the rights to use of the Marks involved and as stated herein. The Parties will not disclose any of the negotiations and discussions that preceded this Agreement's making, except as follows in which cases the Parties will nevertheless use their best efforts to seek confidential treatment by any receiving party: (i) as is necessary to defend against any legal action; (ii) as is necessary to effectuate any term or provision of the settlement, including any subsequent litigation to enforce the settlement, except that both Parties shall take all reasonable steps to maintain the confidentiality of this information including filing documents under seal and entry of appropriate protective orders; (iii) to either Party's insurers, as necessary to pursue insurance claims; (iv) to a Party's accountants or lawyers; (v) as is reasonably necessary to comply with the Securities and Exchange Commission's disclosure requirements; (vi) as and to the extent deemed necessary by either Party in the course of their normal enforcement efforts with respect to their rights and/or interest in these Marks (whenever possible in such instances prior written consent of the other Party will be obtained, but, excused by emergent circumstances); and (vii) as required by law or court order upon notice to the other Party sufficiently in advance of such disclosure to permit it to seek a protective order. Nothing in this Section 11 shall be construed to preclude or prohibit the Parties from being able to publicly acknowledge that they have entered into a settlement of the California Action and related disputes.

b. The Parties acknowledges that the confidentiality obligations set forth herein are material considerations for each Party's agreement to enter into this settlement; and , that without each would not have entered into this settlement without such confidentiality obligations, and that any breach of the confidentiality obligations would be a material breach of this Agreement.

12. No Admission of Liability: Each Party acknowledges and agrees that this Agreement is a compromise of disputed claims and neither this Agreement, nor any consideration provided pursuant to this Agreement, shall be taken or construed to be an admission or concession by either RBI or RMI of any kind with respect to any fact, liability, or fault.

13. Waiver of Rights under *California Civil Code* §1542: It is understood and agreed that this Agreement is intended to cover and does cover all claims or possible claims of every nature and kind whatsoever, whether known or unknown, suspected or unsuspected, or hereafter discovered or ascertained, and all right under Section 1542 of the *Civil Code of California* ("Section 1542") are hereby expressly waived. The Parties acknowledge that they are familiar with Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

a. The Parties expressly, knowingly, and intentionally waive and relinquish any and all rights that they have under Section 1542, as well as under any other similar state or federal statute or common law principle.

14. Entire Agreement: this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this Agreement. This Agreement may be modified only by a writing signed by both Parties.

15. Defamation, Material Breach of Agreement & Attorneys' Fees: In the event of litigation between the Parties arising out of or related to the performance or non-performance of any obligation of any Party to this Agreement, the prevailing Party shall be entitled to recover its attorneys' fees and costs incurred.

a. Defamation: Each Party takes immediate initiative to take down all negative information and do not slander or imply negative information via; internet, in person or any other media and digital media means. If either Party fails to remove such content under their control and/or posts any such content in the future; the Party in such breach of this Agreement is responsible for the other Party's costs, expenses and/or legal fees as damages incurred to address the offending material and to have it removed and/or responded to.

16. Authorization: Each individual signing this Agreement warrants and represents that he has the full authority and is duly authorized and empowered to execute this Agreement on behalf of the Party for which he signs.

17. Choice of Law: The provisions of this Agreement shall be governed by the laws of the State of California, including any action arising out of this Agreement.

18. Severability and Construction: If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement has been negotiated by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party.

19. Counterparts: This Agreement will be executed by the Parties on the Effective Date and may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which taken together form but one and the same instrument.

20. The Parties agree that, should any controversy, claims or the breach shall arise, the Parties shall immediately make good faith efforts to negotiate its own written voluntary resolution of the matter directly between ourselves. The Parties agree that, if the matter still remains unsettled for twenty-five days after certified mail notification that a dispute exists, we shall immediately jointly retain a mutually-agreed neutral mediator, and conduct and participate in confidential mediation, to continue attempting to work out our own written voluntary settlement.

The Parties further agree that if, and only if, the dispute still remains unsettled for an additional twenty-five days, then the Parties shall submit the dispute to binding neutral arbitration. In this event, the Parties agree that any controversy, claim, or the breach thereof, shall

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be settled by binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect as modified below.

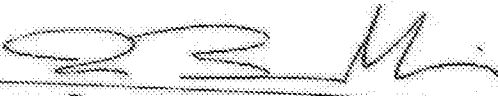
The Parties stipulate and agree that no mediator shall submit, and no arbitrator, court, or other adjudicative body shall consider, any mediator evaluations, recommendations, declarations, or findings, unless all mediation participants specifically later agree in writing. The Parties agree that judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties further agree that in any action, or arbitration claim, brought to interpret or enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and procedural costs.

LIQUIDATED DAMAGE CLAUSE FOLLOWS.

21. Liquidated Damages: The Parties to this Agreement allege, assert, acknowledge and agree that determining damages is difficult, expensive and time consuming for any material and substantive breach of this Agreement and/or if either Party acts to cause injury to the other Party by placing items and/or information into any media (even if truthful), and therefore, the Parties agree to set the following liquidated damages to be awarded to the prevailing party in any legal action for any material and substantive breach and/or wrongful conduct described herein. Those liquidated damages are \$500,000.00 (five hundred thousand dollars) for any such material and substantive breach and/or wrongful conduct and may be award as provided in Paragraph 20. Additionally, the Parties must provided written notice as provided in Paragraph 1(c) and the Party charged with material breach of this Agreement will have thirty (30) days to cure.

Initialed:

Vincent Mazzotta, individually & for RBI



James Buccelli, individually & for RMI

[THE SIGNATURE PAGE FOLLOWS.]

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21. **Binding Effect:** This Agreement shall be binding on the Parties, their successors in interest, and present and future subsidiaries, assignees or acquirers, including any acquirer of substantially all of the assets of a Party.

IN WITNESS HEREOF, RBI and RMI have caused their duly authorized representatives to execute this Agreement to be effective as of the Effective Date.

By legal counsel as to form and content:


For Plaintiff and Counterdefendants:

DATED: October _____, 2011

By: _____
Michael Cohen, Esq.

For Defendants and Counterclaimant:

DATED: October 28, 2011

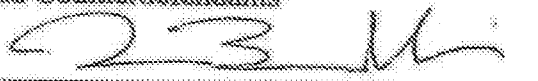
By: 
Bruce J. Tackowiak, Esq.

By the Parties:

DATED: October _____, 2011

By: _____
Vincent Mazzotta, individually and on behalf of Runway Beauty, Inc.; the Plaintiff and Counterdefendants

DATED: October 28, 2011

By: 
James Buccelli, individually and on behalf of Runway Magazine, Inc. the Defendants and Counterclaimant

ADDENDUM "A"
(Attached is Copy of Proposed Magazine & Cover by RMI)

A. Social Media & **Domain Names**

1. RBI to transfer domains "RunwayMagazine.TV" to RMI. RMI will not pursue "www.runwayfashionmagazine.com" and RBI agrees to not use that domain in and/or for any promotional manner and only use as a forwarding url. RMI to pay for any and all costs associated with said transfers to RMI and RBI to pay for any and all costs associated with said transfers to RBI.

a. RBI agrees to transfer the following "Runway Magazine" domains to RMI, including but not limited to:

www.RunwayMagazine.biz(external link)
www.RunwayMagazine.info(external link)
www.RunwayMagazine.de(external link)
www.RunwayMagazine.es(external link)
www.RunwayMagazine.fr(external link)
www.RunwayMagazine.it(external link)
www.RunwayMagazine.mobi(external link)
www.RunwayMagazine.tv(external link)
www.RunwayMagazine.us
www.RunwayMagazin.com

RMI to pay for any and all costs associated with said transfer.

b. RMI agrees to transfer the following domains to RBI:

www.irunwaytv.com
www.runwaytv.co

RBI to pay for any and all costs associated with said transfer.

2. Catch-All Provision: With the exception of www.runwaybeautymagazine.com any other domains that include the consecutive terms "Runway Magazine" domains owned by RBI to be transferred to RMI, after RBI is finished with whatever legal matters involving

- those domains; and should be accomplished within 18-months of the Effective Date. Additionally, RMI shall transfer any domains to RBI that may cause substantial confusion between the parties.; and the same for any domains owed by RMI to be transferred to RBI. RMI to pay for any and all costs associated with said transfers to RMI and RBI to pay for any and all costs associated with said transfers to RBI.
3. RBI agrees to immediately release all claims to and/or holds and/or blocks placed on domains and websites at Go Daddy or any other social media sites in which domain names and/or address owned by RMI were suspended or taken down, specifically including but not limited to, RunwayMagazineLa.com, RunwayMagazineInc.com, RunwayMagazineTV.com. Both RBI and RMI have looked through each other's domains and have decided that with respect to the domains and names listed herein, both RMI and RBI do not have any issue; and, specifically concerning the future use of other domains and names the Parties approve RMI's use of "Runway Enterprises" and/or RBI's use of "Runway Media Group."
 4. "Facebook:" The Parties agree to reasonably use their resources to the best of their abilities to transfer RBI's "Runway Magazine" Facebook fan page to RMI and RBI to develop and use a "Runway" fan page. If for any reason the Parties are unsuccessful in having the "Runway Magazine" facebook fan page transferred to RMI as stated herein, RBI agrees to transfer the "Runway Magazine" facebook fan page to RMI after 18 months. Or if 25,000 total fans / likes / followers, are achieved on RBI's new fan page, RBI will transfer the old fan page to RMI. However, at no time shall RBI have any obligation to transfer the fans/likes/followers of RBI's old fan page. If the transfer to RMI cannot be made without the fans/likes/followers attached that will not prevent the transfer.
 5. "Twitter:" The Parties agree to reasonably use their resources to the best of their abilities to transfer RBI's "Runway Magazine" Twitter Account to just "RUNWAY;" and transfer the "Runway Magazine" Twitter to RMI. If for any reason the Parties are unsuccessful in having the "Runway Magazine" Twitter Account transferred to RMI as stated herein, RBI agrees to transfer the "Runway Magazine" Twitter Account to RMI after 18 months. Or if 7,000 total fans / likes / followers, are achieved on RBI's new Twitter page, RBI will transfer the old Twitter page to RMI. However, at no time shall RBI transfer the fans/likes/followers of RBI's old Twitter page. If the transfer to RMI cannot be made without the fans/likes/followers attached that will not prevent the transfer.

6. Other Social Media:

a. RBI agrees to kill "Runway Magazine" Behance completely and start over with just "Runway."

b. With respect to the Parties agreement for Facebook and Twitter: The Parties agree to similarly transfer any social media outlets that have the url / title "Runway Magazine," "Runway Mag" or "RunwayMagazine" in it that RBI is currently affiliated with and/or owner of, including but not limited to;

i.) MYSPACE; ii.) YOUTUBE; iii.) STUMBLEUPON

c. RBI agrees to delete all old job postings under "Runway Magazine."

d. RBI agrees to change all business listings, yp, google, yahoo, msn, bing, local, etc.... from "Runway Magazine" to "RUNWAY."

7. RBI agrees to change their "Runway Magazine" APP to just "Runway."

8. The Parties agrees to do a walk through together with RMI of RBI websites and remove any and all things that state "Runway Magazine."

9. RBI agrees to RMI using "Runway Magazine" and RBI using "RUNWAY" immediately.

B. Joint Mutual Statement

[See attached "Joint Mutual Statement " dated October 22, 2011.]

C. The Parties Agreed Upon Terms & Conditions, And, Regarding RMI's Proposed Magazine (Attached to This Agreement) and Use of The Mark "Runway Magazine."

1. Except as provided herein, after the 18-month transition period agreed to herein RBI is not to use "Runway" and the word "Magazine" together within the United States, including but not limited to use in any publication, any domain or for any type of advertising and promotions;

2. RBI will if possible, even during the 18-month transition period for use inside the United States, attempt to use "Runway [Media Group Magazine]" or "Runway [A Magazine]", except on use on the binder or inside RBI's magazine in the cover credits in order to not

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- adversely jeopardize RBI's U.S. or foreign trademark rights and registrations;
3. Use of "Runway Beauty" in RMI magazine, please change to Runway Magazine Beauty;
4. RMI will cease using "Runway TV" and may continue using "Runway Fashion TV" or "Runway Magazine TV";
5. The Parties, both RBI and RMI are in agreement with shared use of the Mark "Runway Magazine" as set forth in the settlement agreement through owning separate USPTO registration numbers; and, except as described herein, so long as RBI's use of the Mark "Runway Magazine" ends after the agreed upon 18-month period;
6. The Parties have not and will not act to empower, assign and/or transfer to any third party the use of "Runway Magazine" for any promotional, social media, advertising, print, web/TV, or anything that asks for a profile name;
7. Except as described herein, RBI will immediately start weeding out their use of name "Runway" and "Magazine" on existing social media. Also let his marketing and PR know not to use "Runway Magazine" but rather move forward using just "Runway;"
8. Except as described herein, moving forward for this point in time, all Branding for RBI regarding their publication and TV in any facet is to be "RUNWAY;"
9. Reveal of any pending legal matters and status that could effective the settlement between the Parties;
10. Letter and/or written consent sent to USPTO releasing any opposition of RMI's existing trademark applications for "Runway Report," "Runway Magazine LA," "Got Runway;" similarly, releasing any opposition of RBI's existing trademark applications for "Runway;"
11. RMI to use "Runway Report" when reporting on the news and RBI to use "Runway News" when reporting on the news;
12. Starting from the effective date of this Agreement, in regards to any future data uploaded on any website or anywhere on the Internet, RBI will immediately cease and take steps to correct all keyword, meta-data and/or meta-tag stuffing of the combined terms "Runway Magazine" in all affiliated sites of RBI under its control. RBI shall not have an affirmative duty to remove past data, except, both RBI and RMI will have an affirmative duty to correct all keyword, meta-data and/or meta-tag stuffing of terms associated with each Parties primary web-site.

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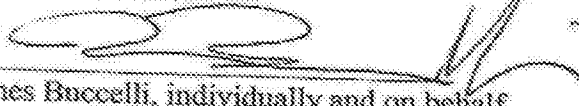
13. To the extent the Parties cannot accomplish any of the requirements of Addendum A as a result or consequence of policies or regulations of third parties which are beyond the control of the either of the Parties, the respective Party's inability shall not constitute a breach of this Agreement.

By the Parties:

DATED: October _____, 2011

By: _____
Vincent Mazzotta, individually and on
behalf of Runway Beauty, Inc., the Plaintiff
and Counterdefendants

DATED: October 28, 2011

By: 
James Buccelli, individually and on behalf
of Runway Magazine, Inc. the Defendants
and Counterclaimant

JOINT MUTUAL STATEMENT

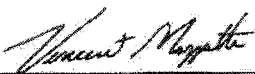
Dated: October 22, 2011

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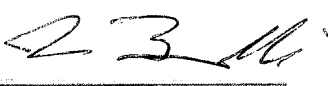
“Runway Beauty, Inc.” (an Arizona Corporation) and “Runway Magazine, Inc.” (a California Corporation) in the past have both been known as and both produced print media as “Runway Magazine.” From this point forward: “Runway Beauty, Inc.” has chosen to be known solely and distinctly as “Runway;” while Runway Magazine, Inc. will move forward as “Runway Magazine.” “Runway Beauty, Inc.” may and will continue to use “Runway Magazine” for the next 18-months where necessary for contractual reasons. Attached is a copy of the Court Order dismissing this Trademark Litigation between these Parties pursuant to the Parties’ “Joint Stipulation for Dismissal” arising from the settlement between these Parties.

By the Parties:

DATED: November 21, 2011

By: 
Vincent Mazzotta, individually and on behalf of
Runway Beauty, Inc.; the Plaintiff and
Counterdefendants


DATED: November _____, 2011

By: 
James Buccelli, individually and on behalf of
Runway Magazine, Inc. the Defendants and
Counterclaimant

By legal counsel as to form and content:


For Plaintiff and Counterdefendants:

DATED: November 21, 2011

By: 
Michael Cohen, Esq.

For Defendants and Counterclaimant:

DATED: November 15, 2011

By: 
Bruce J. Tackowiak, Esq.