TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | |
|-----------------------|--|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------------------|----------|----------------|--|
| THE NEWSWEEK/DAILY BEAST COMPANY LLC | | 108/09/2013 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| Name: | Newsweek LLC |
|-----------------|-------------------------------------|
| Street Address: | 7 Hanover Square, 5th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10004 |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK |

PROPERTY NUMBERS Total: 17

900271913

| Property Type | Number | Word Mark |
|----------------|----------|--------------------------------|
| Serial Number: | 78572914 | FUEL FOR ACTIVE MINDS |
| Serial Number: | 78572933 | FUEL FOR ACTIVE MINDS |
| Serial Number: | 77729597 | GREEN RANKINGS |
| Serial Number: | 77729594 | NEWSWEEK GREEN RANKINGS |
| Serial Number: | 78844504 | MY TURN |
| Serial Number: | 71442467 | PERISCOPE |
| Serial Number: | 72462158 | THE INTERNATIONAL NEWSMAGAZINE |
| Serial Number: | 77706510 | THE TAKE |
| Serial Number: | 77706533 | THE TAKE |
| Serial Number: | 77816831 | NEWS/GEEK |
| Serial Number: | 77299168 | NEWSFREAK |
| Serial Number: | 74589406 | NEWSWEEK |
| Serial Number: | 71668489 | NEWSWEEK |
| Serial Number: | 73591160 | NEWSWEEK TRADEMARK |

REEL: 005154 FRAME: 0047

| Serial Number: | 77622666 | NEWSWEEK |
|----------------|----------|------------------------------|
| Serial Number: | 75697153 | NEWSWEEK |
| Serial Number: | 85115381 | NEWSWEEK CONNECTING THE DOTS |

CORRESPONDENCE DATA

Fax Number: 2125939175

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

 Phone:
 212-980-0120

 Email:
 pto@fkks.com

Correspondent Name: Frankurt Kurnit Klein & Selz PC

Address Line 1: 488 Madison Avenue

Address Line 2: Attn.: Trademark Department

Address Line 4: New York, NEW YORK 10022

| ATTORNEY DOCKET NUMBER: | 021402.0601 |
|-------------------------|----------------|
| NAME OF SUBMITTER: | Matthew Bart |
| Signature: | /Matthew Bart/ |
| Date: | 11/14/2013 |

Total Attachments: 9

source=FGKSLIB1-#497170-v1-Newsweek_-_CLOSING_BINDER#page1.tif source=FGKSLIB1-#497170-v1-Newsweek_-_CLOSING_BINDER#page2.tif source=FGKSLIB1-#497170-v1-Newsweek_-_CLOSING_BINDER#page3.tif source=FGKSLIB1-#497170-v1-Newsweek_-_CLOSING_BINDER#page4.tif source=FGKSLIB1-#497170-v1-Newsweek_-_CLOSING_BINDER#page5.tif source=FGKSLIB1-#497170-v1-Newsweek_-_CLOSING_BINDER#page6.tif source=FGKSLIB1-#497170-v1-Newsweek_-_CLOSING_BINDER#page7.tif source=FGKSLIB1-#497170-v1-Newsweek_-_CLOSING_BINDER#page8.tif source=FGKSLIB1-#497170-v1-Newsweek_-_CLOSING_BINDER#page9.tif

TRADEMARK ASSIGNMENT (this "Assignment"), made as of August 9, 2013, by and between THE NEWSWEEK/DAILY BEAST COMPANY LLC, a Delaware limited liability company ("Seller"), and NEWSWEEK LLC, a New York limited liability company ("Purchaser").

WHEREAS, Seller and Purchaser have entered into that certain Asset Purchase Agreement, dated as of August 3, 2013 (the "*Purchase Agreement*"); and

WHEREAS, in accordance with the Purchase Agreement, Seller desires to sell, transfer, assign and deliver to Purchaser, and Purchaser desires to purchase, acquire and accept from Seller, all of Seller's right, title and interest in, to and under all trade names, trademarks and service marks, registered or unregistered, including the goodwill associated therewith, that are owned by Seller and used or held for use in the connection with the activities directly and solely associated with the operation of the Business and/or Newsweek Publications (each as defined in the Purchase Agreement), throughout the world (collectively, the "Transferred Trademarks"), including the trademark registrations and trademark applications identified on Schedule A attached hereto. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. Seller hereby sells, transfers, assigns and delivers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Seller, all of Seller's right, title and interest in, to and under the Transferred Trademarks, all proceeds therefrom, all goodwill of the business associated therewith, and the right to bring actions at law or in equity for any infringement, dilution, or violation of any of the Transferred Trademarks occurring prior to the date hereof, and to collect all damages, settlements, and proceeds relating to the Transferred Trademarks, including in relation to the trademark registrations and trademark applications identified on Schedule A attached hereto.
- 2. Seller agrees to execute and deliver such further documents, certificates and agreements prepared by Purchaser and take such further actions as are necessary or reasonably requested by Purchaser to transfer the Transferred Trademarks in accordance with and subject to the limitations of the Purchase Agreement, including without limitation Sections 5.04 and 5.12 thereof.
- 3. This Assignment shall be effective as of the date first written above and may be executed in one or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same instrument, it being understood that the parties hereto need not sign the same counterpart.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to any otherwise applicable principles of conflicts of laws, to the extent such principles are not mandatorily applicable by statute and would require the application of the laws of another jurisdiction.

[Signatures appear on next page]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date first written above.

THE NEWSWEEK/DAILY BEAST COMPANY LLC

By: Sung M. L.
Gregg Winiarski

Vice President and Assistant Secretary

NEWSWEEK LLC

By:_____

Name: Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date first written above.

> THE NEWSWEEK/DAILY BEAST COMPANY LLC

By;_____ Gregg Winiarski Vice President and Assistant Secretary

NEWSWEEK LLC

By: UEV UTAC

Name: ETIENNE UTAC

Title: PRESIDENT

[Signature Page to Trademark Assignment Agreement]

Schedule A

| | | CURRENT | CURRENT | CURRENT |
|-----------|---|-------------|---------------------------------------|-------------------------|
| COUNTRY | MARK | APPLICATION | REGISTRATION | REGISTRATION |
| | | NUMBER | DATE | NUMBER |
| Algeria | NEWSWEEK | | 9/9/1966 | 53735 |
| Argentina | NEWSWEEK | 1722542 | | |
| Argentina | THE INTERNATIONAL NEWSMAGAZINE | 2883787 | 3/3/2010 | |
| Australia | NEWSWEEK | 2003707 | 7/4/1946 | |
| Benelux | NEWSWEEK | | 5/7/1972 | 31597 |
| Bermuda | NEWSWEEK | | 9/3/1945 | 2094 |
| Bolivia | NEWSWEEK | | 1/22/1966 | |
| | | | | |
| Brazil | NEWSWEEK | 024405760 | 5/2/1970 | |
| Brazil | PERISCOPE | 821105760 | · · · · · · · · · · · · · · · · · · · | 821105760 |
| Canada | NEWSWEEK | 183356 | 11/24/1943 | |
| Canada | NEWSWEEK | 734752 | | TMA457668 |
| Chile | NEWSWEEK | | 7/7/1966 | |
| China | NEWSWEEK (in Chinese characters) | 93114838 | 7/7/1995 | 754794 |
| China | NEWSWEEK (in Chinese characters) | 93114833 | _,, | 935994 |
| China | NEWSWEEK | 93114831 | 7/14/1995 | 756325 |
| China | NEWSWEEK | 93114837 | 7/7/1995 | 754796 |
| Colombia | NEWSWEEK | 94-044424 | 1/30/1995 | 172866 |
| Colombia | NEWSWEEK THE MAGAZINE OF NEWS | | 12/12/1960 | 47706/68029 |
| | SIGNIFICANCE | | | |
| Cuba | NEWSWEEK | | 5/27/1962 | 112973 |
| Cyprus | NEWSWEEK | | 4/4/2002 | 47680 |
| Cyprus | NEWSWEEK (in Cyrillic script) | | | 48163 |
| Denmark | NEWSWEEK THE MAGAZINE OF NEWS | | 2/2/1946 | 1691946 |
| | SIGNIFICANCE | | | |
| Egypt | NEWSWEEK | | 10/17/1995 | |
| European | NEWSWEEK | 29322 | 2/2/1998 | 29322 |
| Community | I NEWSWEEK | 63436331 | | 63436331 |
| France | | 63436331 | 6/4/4053 | |
| Germany | NEWSWEEK THE MAGAZINE OF NEWS SIGNFICANCE | | 6/1/1953 | 639062 |
| Greece | NEWSWEEK | | 2/5/1997 | 132101 |
| Greece | NEWSWEEK (in Greek script) | | 2/5/1997 | 132100 |
| Hong Kong | NEWSWEEK | 19942753 | | 1996B09246 |
| Hong Kong | NEWSWEEK (in Chinese characters) | 199402754 | | 1999B12623 |
| Hong Kong | NEWSWEEK (III CHINICS CHARACTERS) | 199405739 | <u> </u> | 200005001 |
| Hong Kong | NEWSWEEK (in Chinese characters) | 199405738 | | 1999B12625 |
| | NEWSWEEK (III CHINIESE CHARACTERS) | 199405736 | | 199911821 |
| Hong Kong | | | | 199911821 1999B12624 |
| Hong Kong | NEWSWEEK (in Chinese characters) | 199405737 | 0/7/4000 | |
| Hungary | NEWSWEEK | M97 04247 | 9/7/1998 | |
| India | NEWSWEEK | | 11/13/1980 | |
| India | NEWSWEEK (in Devnagari script) | 996582 | | 996582 |
| Indonesia | NEWSWEEK | | 11/25/1992 | 283029 |
| Ireland | NEWSWEEK | 102370 | · · · | |
| Israel | NEWSWEEK | | 10/16/1980 | |
| Italy | NEWSWEEK | | 5/25/1946 | 1137903 |

| | | CURRENT | CURRENT | CURRENT |
|--------------------------------|--|-------------|--------------|--------------|
| COUNTRY | MARK | APPLICATION | REGISTRATION | REGISTRATION |
| | AUTHORNESIA | NUMBER | DATE | NUMBER |
| Jamaica | NEWSWEEK | 125277/1007 | 8/30/1945 | 4147 |
| Japan | NEWSWEEK | 125277/1997 | 10/28/1998 | |
| Japan | NEWSWEEK | 125278/1997 | 10/2/1998 | |
| Japan | NEWSWEEK | | 5/26/1950 | |
| Japan | NEWSWEEK | 125280/1997 | 10/2/1998 | |
| Japan | NEWSWEEK | 125281/1997 | 10/2/1998 | |
| Japan | NEWSWEEK | 10520/1998 | 4/30/1996 | |
| Japan | NEWSWEEK | 102103/2000 | 12/28/2001 | 4532853 |
| Japan . | NEWSWEEK | 140228/1987 | 8/30/1990 | |
| Japan | NEWSWEEK | 2000/102106 | 11/16/2001 | 4523145 |
| Japan | NEWSWEEK | 2000/102109 | 11/16/2001 | 4523148 |
| Japan | NEWSWEEK | 2000/102110 | 11/16/2001 | 4523149 |
| Japan | NEWSWEEK (in Katakana) | 97590/1985 | 12/18/1987 | 2007308 |
| Japan | NEWSWEEK (in Katakana) | 10521/1988 | 5/31/1996 | 2713982 |
| Jordan | NEWSWEEK | | 5/22/2012 | |
| Kazakhstan | (Cyrillic Transliteration of NEWSWEEK) | | | 6013 |
| | Иьюсунк | | | |
| Kazakhstan | NEWSWEEK in black lettering on white | | | 6014 |
| | background | | | |
| | Newswei | | | |
| Kazakhstan | NEWSWEEK in black lettering on white | | | 6015 |
| | background | | | |
| Kenya | NEWSWEEK | | 10/21/1980 | 27904 |
| Korea, Republic of | | 5.02008E+12 | | |
| | | | | |
| Korea, Republic of | NEWSWEEK | 5.12008E+12 | 12/9/1998 | 50529 |
| Korea, Republic of | NEWSWEEK (in Korean characters) | 5.12008E+12 | 12/9/1998 | 50530 |
| Kuwait | NEWSWEEK | 42308 | 8/12/2002 | 38679 |
| Kuwait | NEWSWEEK | 42309 | 8/12/2002 | 38678 |
| Macau | NEWSWEEK | 13465/DSE | 5/31/1995 | 13866-M |
| Macau | NEWSWEEK | 13463/DSE | 5/31/1995 | 13864-M |
| Macau | NEWSWEEK | 13461/DSE | 5/31/1995 | 13862-M |
| Macau | NEWSWEEK (in Chinese characters) | 13464/DSE | 5/31/1995 | 13865-M |
| Macau | NEWSWEEK (in Chinese characters) | 13462/DSE | 5/31/1995 | 13863-M |
| Macau | NEWSWEEK (in Chinese characters) | 13460/DSE | 5/31/1995 | 13861-M |
| Malaysia | NEWSWEEK | 94/05118 | 9/16/1996 | 94/05118 |
| Malaysia (formerly Sarawak) | NEWSWEEK | | 7/27/1993 | SAR25475 |

| | | CURRENT | CURRENT | CURRENT |
|--------------|---|-------------|--------------|--------------|
| COUNTRY | MARK | APPLICATION | REGISTRATION | REGISTRATION |
| | | NUMBER | DATE | NUMBER |
| Mexico | NEWSWEEK | | 2/20/1980 | 240741 |
| New Zealand | NEWSWEEK | | 8/24/1945 | 41921 |
| Nigeria | NEWSWEEK | | 2/24/1989 | 38236 |
| Norway | NEWSWEEK | | 1/11/1946 | 33013 |
| Pakistan | NEWSWEEK | | 12/20/1982 | 72930 |
| Panama | NEWSWEEK | | 8/21/1964 | 34255 |
| Peru | NEWSWEEK | | 12/31/1965 | 33490 |
| Philippines | NEWSWEEK | | 12/12/1963 | R-3258 |
| Puerto Rico | NEWSWEEK | | 12/17/1945 | 6040 |
| Romania | NEWSWEEK IN ROMANIA | M2006-03398 | 3/29/2006 | 76903 |
| Russia | NEWSEEK in white lettering on black background | | 6/26/1995 | 152683 |
| Russia | NEWSWEEK in black lettering on white background | | 6/25/1995 | 152684 |
| Russia | (Cyrillic Transliteration) | | 6/26/1995 | 152685 |
| Saudi Arabia | NEWSWEEK | | 11/6/1983 | 105/40 |
| Singapore | NEWSWEEK | S1703/94 | 3/1/1994 | T94/01703I |
| Singapore | NEWSWEEK (in English and Chinese characters) | 3225/94 | 4/22/2004 | T94/03225I |
| Singapore | NEWSWEEK (NEWS WEEKLY) (in Chinese characters) | T002/1003D | 12/4/2000 | T002/1003D |
| Singapore | NEWS WEEKLY (in Chinese characters) | T002/1001H | 12/4/2000 | T002/1001H |
| South Africa | NEWSWEEK | | 10/23/2000 | 80/6949 |
| Spain | NEWSWEEK THE MAGAZINE OF NEWS SIGNIFICANCE | | 4/6/1966 | 176197 |
| Suriname | NEWSWEEK | | 5/31/2002 | 18236 |
| Sweden | NEWSWEEK THE MAGAZINE OF NEWS SIGNIFICANCE | | 3/22/1946 | 61005 |
| Switzerland | NEWSWEEK | 52326/2006 | 12/10/2008 | 580256 |
| Switzerland | NEWSWEEK | 00477/2008 | 6/18/2008 | 573378 |
| Switzerland | NEWSWEEK THE MAGAZINE OF NEWS SIGNIFICANCE | | | 344626 |
| Taiwan | NEWSWEEK | 83-041193 | 3/16/1995 | 74774 |
| Taiwan | NEWSWEEK | 83-041194 | 4/16/1995 | 678052 |
| Taiwan | NEWSWEEK | | 1/1/1968 | 29231 |
| Taiwan | NEWSWEEK (in Mandarin) | 83-041192 | 4/16/1995 | 678051 |
| Taiwan | NEWSWEEK (in Mandarin) | 83-045071 | 3/16/1995 | 74773 |
| Thailand | NEWSWEEK | 267271 | 7/9/1996 | 46669 |
| Thailand | NEWSWEEK | 267272 | 2/24/1995 | SM2613 |

| | | CURRENT | CURRENT | CURRENT |
|----------------|------------------------------------|-------------|--------------|--------------|
| COUNTRY | MARK | APPLICATION | REGISTRATION | REGISTRATION |
| | | NUMBER | DATE | NUMBER |
| Thailand | NEWSWEEK (in Thai) | 269769 | 6/5/1996 | 45358 |
| Thailand | NEWSWEEK (in Thai) | 269770 | 10/24/1995 | SM3551 |
| Trinidad and | NEWSWEEK | | 9/24/1959 | 151 OF 1945 |
| Tobago | | | | |
| Turkey | NEWSWEEK | 2006013747 | 4/6/2006 | 200613747 |
| Ukraine | NEWSWEEK in black letters on white | 95072278 | 12/29/1999 | 14271 |
| | background | | | |
| | Newweek | | | |
| Ukraine | NEWSWEEK in white letters on black | 95072279 | 12/29/2009 | 14272 |
| | background | | | |
| | | | | |
| Ukraine | (Cyrillic Transliteration) | 95072280 | 12/29/1999 | 14273 |
| | Ньюсунк | | | |
| United Kingdom | NEWSWEEK | 627511 | 2/4/1965 | B627511 |
| United Kingdom | NEWSWEEK | 1108896 | | 1108896 |
| UNITED STATES | FUEL FOR ACTIVE MINDS | 78/572,914 | 11/20/2007 | 3341039 |
| UNITED STATES | FUEL FOR ACTIVE MINDS | 78/572,933 | 2/19/2008 | 3386275 |
| United States | GREEN RANKINGS | 77/729,597 | 5/15/2012 | 4,144,351 |
| United States | NEWSWEEK GREEN RANKINGS | 77/729,594 | 11/20/2012 | 4246275 |
| United States | MY TURN | 78/844,504 | 1/23/2007 | 3201877 |
| United States | PERISCOPE | 71/442,467 | 9/30/1941 | 390621 |
| United States | THE INTERNATIONAL NEWSMAGAZINE | 72/462,158 | 4/15/1975 | 1009070 |
| United States | THE TAKE | 77/706,510 | 2/16/2010 | 3750674 |
| United States | THE TAKE | 77/706,533 | 7/27/2010 | 3826064 |
| United States | News/Geek | 77/816,831 | 4/13/2010 | 3774685 |
| United States | NEWSFREAK | 77/299,168 | 6/24/2008 | 3452839 |
| United States | Newsweek | 74/589,406 | 9/10/1996 | 2000346 |
| United States | NEWSWEEK | 71/668,489 | 3/22/1955 | 603656 |
| United States | Newsweek | 73/591,160 | 10/14/1986 | 1413355 |
| United States | NEWSWEEK | 77/622,666 | 10/6/2009 | 3694057 |
| United States | NEWSWEEK (formerly NEWSWEEK.COM) | 75/697,153 | 1/9/2001 | 2418759 |
| United States | NEWSWEEK CONNECTING THE DOTS | 85115381 | 1/9/2001 | |
| Venezuela | NEWSWEEK | 4/12/1961 | 16896 | 16896 |

TRADEMARK REEL: 005154 FRAME: 0057

RECORDED: 11/14/2013