

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
|---------------------|----------|----------------|-----------------------|
| HMSHost Corporation | | 09/07/2013 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | WDFG North America LLC |
| Street Address: | 6905 Rockledge Drive |
| City: | Bethesda |
| State/Country: | MARYLAND |
| Postal Code: | 20817 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|----------------------|----------|-------------------------|
| Registration Number: | 3435879 | AUTHORS BOOKSTORE |
| Registration Number: | 4258282 | CROWN & BEZEL |
| Registration Number: | 3605471 | DAILY NEWS |
| Registration Number: | 3685805 | FLY BABIES |
| Registration Number: | 3457332 | GLOBAL NEWS |
| Serial Number: | 77541175 | LAEDGE |
| Registration Number: | 3242367 | NEWS CONNECTION |
| Registration Number: | 3905157 | PLANE SWEET |
| Registration Number: | 2784875 | RADIO ROAD |
| Registration Number: | 3688011 | SIMPLY BOOKS |
| Registration Number: | 2344098 | SPIRIT OF THE RED HORSE |
| Registration Number: | 2223292 | SPIRIT OF THE RED HORSE |
| Registration Number: | 3683049 | TALIE |
| Registration Number: | 4419113 | TECH-E |

OP \$365.00 3435879

CORRESPONDENCE DATA

Fax Number:

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

Email: aresnick@mosaiclegalgroup.com

Correspondent Name: Adam D. Resnick

Address Line 1: Mosaic Legal Group, PLLC

Address Line 2: 5185 MacArthur Blvd., NW, Suite 350

Address Line 4: Washington, DISTRICT OF COLUMBIA 20016-3341

| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Adam D. Resnick |
| Signature: | /Adam D. Resnick/ |
| Date: | 11/18/2013 |

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), dated as of September 7, 2013, is by and between WDFG North America LLC, a Delaware limited liability company ("Assignee"), and HMSHost Corporation, a Delaware corporation, ("Assignor").

WHEREAS, Assignor is a party to an Asset and Unit Purchase Agreement, dated as of July 30, 2013 (the "Purchase Agreement") pursuant to which it conveyed, transferred and assigned to Assignee the Assignor's entire right, title, and interest in and to the trademarks, the corresponding registrations and/or applications for registration and unregistered retail trade names set forth on Exhibit 1 (collectively, the "Trademarks"), together with the goodwill of the business connected with and symbolized by the Trademarks, and agreed to execute and deliver this Trademark Assignment for recording with governmental authorities; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the foregoing, the consideration to be received by Assignor pursuant to the terms and conditions of the Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereby agree as set forth below.

Assignor hereby, irrevocably and without any reservations, sells, assigns, transfers and conveys to Assignee the entire right, title, interest in and to the Trademarks in the U.S. and all jurisdictions outside the U.S., together with the goodwill of the business connected with and symbolized by the Trademarks (including, without limitation, all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the U.S. based in whole or in part upon the Trademarks, any priority right that may arise from the Trademarks, and all of Assignor's rights to sue or to bring any action or to assert any claim, whether at law or in equity, against any third party relating to any of the Trademarks, to obtain injunctive relief, and to recover or collect royalties, damages, and profits, including without limitation for past, present or future infringement, misappropriation, dilution or other unauthorized use of the Trademarks), the same to be held and enjoyed by Assignee as fully and entirely as said interest could have been held and enjoyed by Assignor had this sale, assignment, transfer and conveyance not been made.

Assignor authorizes the Commissioner of Trademarks of the U.S. and other empowered officials of the U.S. Patent and Trademark Office and in any applicable jurisdictions outside the U.S. to record the transfer of the registrations and/or applications for registration set forth on Exhibit 1 to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Trademarks.

The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

This Trademark Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


This Trademark Assignment Agreement may be executed and delivered by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR:

HMSHost Corporation

By: 

Name: PAUL TAMALIAN

Title: SECRETARY

ASSIGNEE:

WDFG North America LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Assignment Agreement as of the date first above written.

ASSIGNOR:

HMSHost Corporation

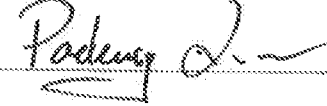
By: _____

Name: _____

Title: _____

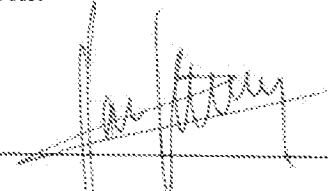
ASSIGNEE:

WDFG North America LLC

By:  _____

Name: Padraig Drennan

Title: President













By:  _____


Name: Antoni Felany Bender

Title: Secretary

Exhibit 1
Trademarks

RETAIL TRADEMARKS

| TRADEMARK | DESIGN | COUN TRY | STATUS | OWNER | SER. NO. | REG. NO. | CLASS(ES) |
|--|---|-------------|------------|--------------------------|----------|----------|-----------|
| AUTHORS BOOKSTORE |  | U.S. | Registered | HMSHost Corporation | 77325270 | 3435879 | 35 |
| CROWN & BEZEL |  | U.S. | Registered | HMSHost Corporation | 85238247 | 4258282 | 35 |
| DAILY NEWS |  | U.S. | Registered | HMSHost Corporation | 77542301 | 3605471 | 35 |
| FLY BABIES | | U.S. | Registered | Autogrill Group, Inc. | 77685100 | 3685805 | 35 |
| GLOBAL NEWS |  | U.S. | Registered | HMSHost Corporation | 77312989 | 3457332 | 35 |
| LAEDGE |  | U.S. | Pending | HMSHost Corporation | 77541175 | | 35 |
| NEWS CONNECTION |  | U.S. | Registered | HMSHost Corporation | 78936058 | 3242367 | 35 |
| PLANE SWEET |  | U.S. | Registered | HMSHost Corporation | 77788005 | 3905157 | 35 |
| POP STYLE YOUR STYLIST ON THE FLY and Design |  | U.S. | Pending | HMSHost Corporation | 85689879 | | 35 |
| POP STYLE YOUR STYLIST ON THE FLY and Design |  | Canada | Pending | HMSHost Corporation | 1588238 | | |
| RADIO ROAD | | U.S. | Registered | Autogrill Group, Inc. | 76405793 | 2784875 | 35 |
| SIMPLY BOOKS |  | U.S. | Registered | HMSHost Corporation | 77311890 | 3688011 | 35 |
| SPIRIT OF THE RED HORSE and Design |  | U.S. | Registered | Autogrill Group, Inc. | 75495513 | 2344098 | 35 |
| SPIRIT OF THE RED HORSE (Stylized) |  | U.S. | Registered | Autogrill Group, Inc. | 75361562 | 2223292 | 35 |

| TRADEMARK | DESIGN | COUN TRY | STATUS | OWNER | SER. NO. | REG. NO. | CLASS(ES) |
|----------------------|---|-------------|------------|--------------------------|----------|----------|-----------|
| TALIE | | U.S. | Registered | Autogrill Group, Inc. | 77683213 | 3683049 | 35 |
| TECH-E and Design |  | U.S. | Pending | HMSHost Corporation | 85481520 | | 35 |

UNREGISTERED RETAIL TRADE NAMES

TRADE NAME

Clutch
Destination Time
Destinations
Kentucky!
Lonestar Emporium
Luxury Boutique
Minnesota!
News Exchange
Sports Scene
Travel Express
World Passage
ZoZo
Z-Market