

## 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
	Cookstr, LLC		12/20/2013
	Entity Type LIMITED LIABILITY COMPANY: DELAWARE		
RECEIVING PARTY DATA			
Name:	St. Martin's Press, LLC		
Street Address:	175 Fifth Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	77468873	COOKSTR
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-981-3300		
Email:	jchester@sidley.com		
Correspondent Name:	Julia Chester c/o Sidley Austin LLP		
Address Line 1:	717 N. Harwood		
Address Line 2:	Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	03988-TBA		
NAME OF SUBMITTER:	Julia M. Chester		
Signature:	/Julia M. Chester/		

CH \$40.00 77468873

Date:

01/22/2014

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This **Intellectual Property Assignment Agreement** ("IP Assignment"), dated as of December 20, 2013, is made by and between COOKSTR, LLC, a Delaware limited liability company ("Seller"), in favor of ST. MARTIN'S PRESS, LLC, a New York limited liability company ("Buyer"), the purchaser of substantially all of the assets of Seller pursuant to an Asset Purchase Agreement between Buyer, Seller, RAMBUTAN LLC, TIPPING POINT PARTNERS HOLDINGS LLC and William Schwalbe, dated as of December 20, 2013 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer certain intellectual property of Seller and has agreed to execute and deliver this IP Assignment for recording with governmental authorities, including the US Patent and Trademark Office.

For the purposes of this IP Assignment and consistent with the Asset Purchase Agreement, "Business" shall have the meaning assigned to such term in the Asset Purchase Agreement.

For purposes of this IP Assignment, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," (ii) unless the context otherwise requires, the word "or" is not exclusive and (iii) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this IP Assignment as a whole.

NOW THEREFORE, the parties to this IP Assignment agree as follows:

1. **Assignment.** In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably sells, conveys, transfers, assigns, and delivers to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following intellectual property (the "Assigned IP"):

(a) all of Seller's inventions, improvements, discoveries, and the like, which are related to the Business, whether or not patentable, and whether or not disclosed, including the patents and patent applications set forth on **Schedule 1** attached hereto, and any inventions disclosed and claimed therein, and any and all issuances, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals of any of the foregoing;

(b) all of Seller's future inventions, improvements, discoveries, and the like, whether or not patentable, related to the Business;

(c) all of Seller's tangible works of authorship related to the Business, including all copyrights, registrations and applications, including all extensions or renewals thereof, in each

case whether published or unpublished, a true, correct and complete list of which is set forth on **Schedule 2** attached hereto;

(d) all of Seller's trade names, trademarks, and service marks (registered and unregistered), domain names and other Internet addresses or identifiers, trade dress, and similar rights and applications (including intent to use applications) to register any of the foregoing and registrations, together with the goodwill of the business symbolized thereby, a true, correct and complete list of which is set forth on **Schedule 3** attached hereto, and all renewals and extensions of any such application, registration and filing;

(e) any and all rights that Seller has to any of the computer software programs and software systems, including databases, compilations, tool sets, compilers, higher level or "proprietary" languages and related documentation and materials, a true, correct and complete list of which is set forth in **Schedule 4** attached hereto;

(f) any and all rights that Seller has to any confidential or proprietary information and documentation, whether or not protectable as trade secrets, related to the Business,;

(g) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(h) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing including, without limitation, damages, claims, and payments for past and future infringements thereof; and

(i) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, misappropriation, violation, misuse, breach or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages, including the right to settle suits involving claims and demands for royalties owing;

(j) all licenses for the use of the Assigned IP;

(k) all rights of any kind whatsoever of Seller to assign the rights conveyed herein, the same to be held and enjoyed by Buyer for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

2. **Recordation and Further Actions.** Seller authorizes the Commissioner for Patents and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall cooperate with and assist Buyer (including by the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation as may be reasonably required), at Buyer's expense: (i) in the preparation and prosecution of any applications covering any of the Assigned IP identified herein; (ii) in the prosecution or defense of any interference, opposition, reexamination, reissue, infringement or

other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to any facts relating to the rights assigned herein and this IP Assignment; (iii) in obtaining any additional protection for any of the Assigned IP that Buyer may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (iv) in the implementation of this IP Assignment or the perfection of Buyer's rights hereunder.

3. **Terms of the Asset Purchase Agreement.** The terms of the Asset Purchase Agreement, including the representations, warranties, covenants and agreements relating to the Assigned IP rights are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Counterparts.** This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.


5. **Successors and Assigns.** This IP Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

*[signature page follows]*

**IN WITNESS WHEREOF**, Seller has duly executed and delivered this IP Assignment Agreement as of the date first above written.

**COOKSTR, LLC**

By:  \_\_\_\_\_

Name: *ART CHANG*

Title: *CEO*

Address for Notices:

Cookstr, LLC  
86 Chambers Street, Suite 704  
New York, NY 10007  
Attention: Art Chang

with copies to:

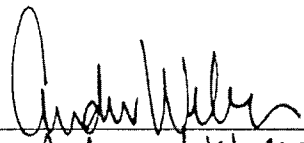
Morse, Zelnick, Rose and Lander LLP  
405 Park Avenue, Suite 1401  
New York, NY 10022  
Facsimile: 212-208-6809  
Attention: Kenneth S. Rose

*[Signature Page to IP Assignment Agreement]*

**TRADEMARK**  
**REEL: 005198 FRAME: 0173**

AGREED TO AND ACCEPTED:

ST. MARTIN'S PRESS, LLC

By:   
Name: Andrew Weber  
Title: Global Trade Coo

Address for Notices:

St. Martin's Press, LLC  
175 Fifth Avenue  
New York, NY 10010  
Facsimile: 212 979 8768  
Attention: Andrew Weber

with copies to:

Macmillan  
175 Fifth Avenue  
New York, NY 10010  
Facsimile: 212 529-0594  
Attention: General Counsel

Sidley Austin LLP  
787 Seventh Avenue  
New York, NY 10019  
Facsimile: 212 839 5599  
Attention: Alyssa A. Grikscheit

*[Signature Page to IP Assignment Agreement]*

**TRADEMARK**  
**REEL: 005198 FRAME: 0174**

## **SCHEDULE 1**

### **ASSIGNED PATENTS AND PATENT APPLICATIONS**

All original works of inventions, improvements, discoveries, and the like, which are related to the Business, whether or not patentable, and whether or not specifically identified in Schedule 1.



## **SCHEDULE 2**

### **ASSIGNED COPYRIGHTS AND APPLICATIONS**

All original works of authorship related to the Business that have been reduced to a tangible medium, including the databases, database tables, software and other materials, whether or not specifically identified in Schedule 2 or 4, and whether or not copyrighted or copyrightable.

### SCHEDULE 3

#### ASSIGNED TRADENAMES, TRADEMARKS, INTERNET DOMAIN NAMES

##### U.S. TRADEMARKS

COOKSTR  
App. No. 77468873  
App. Date 5/08/2008

##### CANADIAN TRADEMARKS

COOKSTR  
App. No. 1417543  
App. Date. 11/07/2008

##### EUROPEAN UNION TRADEMARKS

COOKSTR  
Reg. No. 007379993  
Reg. Date 6/09/2009

##### DOMAIN NAMES

Cookstr.com  
Cookster.com  
Cookster.org  
Cookster.net  
Cookstir.org  
Cookstir.tv  
Cookstir.net  
Cookstir.com  
Cookstir.co.uk  
Cookstr.co.uk  
Cookster.tv  
Cookster.info  
Julia.cookstr.com  
Cookstr.tv  
Cookstr.org  
Cookstr.net  
Cookstr.mobi  
Cookstr.info  
Cooks-tir.com  
Cooks-ter.com  
Cook-str.com  
Cook-ster.com

Cookster.mobi  
Cookster.us  
Cook-stir.com  
cooks-tr.com

## **SCHEDULE 4**

### **ASSIGNED SOFTWARE RIGHTS**

All rights, whether intellectual property (such as copyright, patent, trademark, or trade secrets), or other confidential, proprietary or personal rights in the Cookstr software, other than the intellectual property rights as referenced in Schedule 5.14(c)(ii), 5.14(c)(iv) and 5.14(l) of the Seller Disclosure Schedule to the Asset Purchase Agreement.