

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324047

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rodale Inc.		07/11/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	LionTree Media LLC		
Street Address:	660 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10065		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2884420	BEST LIFE	
Registration Number:	4289193	BEST LIFE	
Registration Number:	3018012	BEST LIFE	
CORRESPONDENCE DATA			
Fax Number:	9735972400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9734226426		
Email:	lstrademarki@lowenstein.com		
Correspondent Name:	Vanessa A. Ignacio, Esq.		
Address Line 1:	65 Livingston Avenue		
Address Line 4:	Roseland, NEW JERSEY 07068		
ATTORNEY DOCKET NUMBER:	28469-2		
NAME OF SUBMITTER:	Vanessa A. Ignacio		
SIGNATURE:	/Vanessa A. Ignacio/		
DATE SIGNED:	11/21/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is to be effective as of July 11, 2014 (the "Effective Date") and is entered into by and between Rodale Inc., a Pennsylvania corporation ("Assignor") and Lion Tree Media, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used herein and not defined shall have the respective meanings ascribed to them in the Purchase Agreement (defined below).

W I T N E S S E T H

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignee agreed to purchase from Assignor the Purchased Assets, subject to the terms and conditions of the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed, among other things, to assign and convey to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on the attached Schedule A hereto, together with the goodwill of the business associated therewith (collectively, the "Marks"); and

WHEREAS, Assignor desires by this Assignment to assign and convey to Assignee all of Assignor's rights, title and interest in, to and under the Marks, and Assignee desires by this Assignment to accept all rights, title and interest in, to and under the Marks, subject to the terms and conditions of the Purchase Agreement.

NOW, THEREFORE, for the valuable consideration described in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Assignment of Marks. Pursuant to the terms and subject to the conditions contained herein and set forth in the Purchase Agreement, Assignor hereby irrevocably assigns and conveys to Assignee, and Assignee hereby accepts: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns, or other legal representatives.

2. Additional Obligations of the Assignor. Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by Assignor. Assignor authorizes and

requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

3. Purchase Agreement Controlling. This Assignment is subject in all respects to the terms and conditions of the Purchase Agreement, and all of the representations, warranties, covenants and agreements of Assignor and Assignee contained therein, all of which shall survive the execution and delivery of this Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of Assignor and Assignee contained in the Purchase Agreement. Notwithstanding anything to the contrary contained in this Assignment, in the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. Further Assurances. Assignor agrees from time to time, subsequent to the date hereof, to execute and deliver or cause to be executed and delivered such instruments or further assurances as may, in the reasonable opinion of the Assignee, be necessary or desirable to give effect to the provisions of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective legal representatives, successors and permitted assigns.

6. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REGARD TO ANY PRINCIPLES OF CONFLICT OF LAWS FOR SUCH STATE.

7. Headings. The headings in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation of this Assignment.

8. Waivers and Amendments. This Assignment may not be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may not be waived, except by a written instrument signed by the parties or, in the case of a waiver, by the party making such waiver. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies which any party may otherwise have at law or in equity.

9. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original. This Assignment and any counterpart so executed shall be deemed to be one and the same instrument. Additionally, to the extent receipt is confirmed, this Assignment may be executed and sent by telecopy with the original to follow.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

RODALE INC.

By:



Name: Thomas A. Pogash

Title: Executive Vice President
and Chief Financial Officer

ASSIGNEE:

LIONTREE MEDIA, LLC

By:

Name: Ehren Stenzler

Title: Managing Partner

[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 005406 FRAME: 0262

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR:

RODALE INC.

By: _____
Name: Thomas A. Pogash
Title: Executive Vice President
and Chief Financial Officer

ASSIGNEE:

LIONTREE MEDIA, LLC

By:  _____
Name: Ehren Stenzler
Title: Managing Partner

Schedule A

Country	Trademark	Application No.	Registration No.
Argentina	BEST LIFE	2596950	2,153,093
Australia	BEST LIFE	1160330	1160030
Brazil	BEST LIFE	828995079	-
Brazil	BEST LIFE	828995095	-
China	BEST LIFE	5992682	5992682
China	BEST LIFE	5992681	5992681
Colombia	BEST LIFE	05057123	307807
Hong Kong	BEST LIFE	301008800	-
India	BEST LIFE	1530645	-
Indonesia	BEST LIFE	D002007028140	-
Indonesia	BEST LIFE	J002007028141	IDM00194114
IR	BEST LIFE	838,071	838,071
Malayasia	BEST LIFE	2008/03674	-
Malaysia	BEST LIFE	2008/03675	-
Mexico	BEST LIFE	0835770	-
Mexico	BEST LIFE	722320	-
Mexico	BEST LIFE	0835769	980702
New Zealand	BEST LIFE	763068	736068
Norway	BEST LIFE	200701480	240844
Russian Federation	BEST LIFE	2007702955	356496
Singapore	BEST LIFE	T0801921Z	T0801921Z
South Africa	BEST LIFE	2004/22388	2004/22388
South Africa	BEST LIFE	2004/22389	2004/22389
Switzerland	BEST LIFE	51512/2007	557225
Taiwan	BEST LIFE	097009915	01338823
Thailand	BEST LIFE	688836	-
Thailand	BEST LIFE	688837	-
Turkey	BEST LIFE	2008/08577	-
Ukraine	BEST LIFE	200803002	107572
US	BEST LIFE	78/307,200	2,884,420
US	BEST LIFE	85/733,831	4,289,193
US	BEST LIFE	78/513,652	3,018,012