

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346504

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Martha Stewart Living Omnimedia, Inc.		06/15/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Lucinda Scala Quinn		
<b>Street Address:</b>	180 Riverside Drive PHA		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10024		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4598973	MAD HUNGRY	
<b>Registration Number:</b>	4218127	MAD HUNGRY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2152799394		
<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>			
<b>Email:</b>	jordan.lavine@flastergreenberg.com		
<b>Correspondent Name:</b>	Jordan A. LaVine		
<b>Address Line 1:</b>	1600 JFK Blvd., 2nd Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Jordan A. LaVine		
<b>SIGNATURE:</b>	/Jordan A. LaVine/		
<b>DATE SIGNED:</b>	06/30/2015		
<b>Total Attachments: 3</b>			
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OP \$65.00 4598973

## WORLDWIDE ASSIGNMENT OF MARKS

AGREEMENT made as of June 15, 2015 ("Effective Date"), between Martha Stewart Living Omnimedia, Inc. (hereinafter, referred to as "Assignor"), located at 601 West 26<sup>th</sup> Street, 9<sup>th</sup> Floor, New York, New York 10001 and Lucinda Scala Quinn (hereinafter "Assignee"), 180 Riverside Drive, PHA, New York, NY 10024, with respect to the assignment of the trademark rights in and to the name "Mad Hungry."

WHEREAS, Assignor has adopted, has used and is using certain trademarks and service marks, and registrations and applications therefor, throughout the world in connection with certain goods and/or services set forth in Exhibit A (collectively the "Mad Hungry Mark"); and

WHEREAS, Assignor wishes to transfer all ownership interest in and to the Mad Hungry Mark; and

WHEREAS, Assignee and wishes to acquire the Mad Hungry Mark.

NOW, THEREFORE, FOR One (\$1.00) Dollar and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, it is agreed:

1. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever, all right, title and interest it has, whether under statute or at common law, in and to the Mad Hungry Mark, together with the goodwill connected with or symbolized by them throughout the world, and all registrations and pending applications therefor, if any, and all rights to obtain renewals, reissues and extensions or other legal protections pertaining thereto, in all countries throughout the world (collectively "All Marks"), together with all rights to sue in equity or at law for any and all infringements or other impairments of All Marks occurring prior to the date of this Assignment, including the right to receive and retain proceeds and damages relating to those infringements and other impairments.

2. Upon Assignee's written request, Assignor agrees to execute such further papers as are prepared by Assignee (or its counsel), at Assignee's sole cost and expense and do such other acts, all as may be reasonably necessary and proper to effectuate the rights assigned hereunder and which shall be reasonably satisfactory to Assignee and Assignee's counsel.

3. Assignor hereby agrees to cover any and all costs and expenses for the recording of this Assignment, in a form appropriate under the relevant local law, with all appropriate authorities in the United States. Assignee shall be responsible for any and all costs and expenses for the recording of this Assignment, in a form appropriate under the relevant local laws, with all appropriate authorities worldwide (if applicable).

4. Assignor hereby warrants and represents the following:

(i) Assignor, their agents, servants, present employees, past employees and all persons acting in concert or participation with Assignor, or any of them, shall not use the Mad Hungry Mark in connection with any of its existing or future goods and services, and Assignor, or any of them, shall not object to, contest, oppose, seek cancellation of, or in any other way interfere with, directly or indirectly, Assignee's use and/or registration of the Mad Hungry Mark.

(ii) As of the Effective Date of this Assignment, Assignor shall not use or apply to register, or authorize another to use or apply to register, any mark or name that includes "Mad Hungry," or any mark or name so nearly resembling "Mad Hungry" as to be likely to lead to confusion or uncertainty or to mislead the public in connection with its business and the business of Assignee.

(iii) Assignee shall not be required to make any payment of any nature for, or in connection with, the acquisition, exercise or exploitation of rights by Assignee pursuant to this Assignment, except as specifically provided herein.

5. Assignor hereby agrees to indemnify and hold Assignee and Assignee's respective successors, assigns, agents, companies and licensees harmless against any claim, liability, cost and expense (including attorneys' fees and legal

costs) in connection with any claim which is inconsistent with any agreement, covenant, representation, or warranty made by Assignor herein. Assignor will reimburse Assignee upon demand for any payment made by Assignee at any time after the date hereof in respect of any claim, liability, damage or expense to which the foregoing indemnity relates.

6. While the existence of this Assignment may be disclosed, the terms and provisions thereof shall not be publicly disclosed or referred to without our prior consent, unless required by applicable statute, governmental agency or contract.

7. This Assignment shall be binding upon the parties hereto, and upon the successors, assigns, agents, companies and licensees of the parties hereto. The parties agree that it is in their commercial interest to be bound by the terms of this Assignment.

8. This Assignment has been entered into in the State of New York and the validity, interpretation and legal effect of this Assignment shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York, without regard to any conflict of laws principles. The federal or state courts located in the County of New York shall have exclusive jurisdiction over any action which may arise out of this Assignment, all disputes between the parties hereto pertaining to this Assignment and all matters related hereto.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered:

Martha Stewart Living Omnimedia, Inc.

By: [Signature]

Its: Allison Hoffman

Date: 6/23/15

**Notary Acknowledgement:**

State of New York County of New York

On the 23rd of June in the year 2015 before me, the above signed provided to me satisfactory evidence to prove to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument on behalf of the corporation set forth above.

Notary Public: [Signature]  
Print Name: Jayshree Mahtani

JAYSHREE MAHTANI  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02MA6296961  
Qualified in New York County  
My Commission Expires February 10, 2018

IN WITNESS WHEREOF, Assignee accepts and agrees to this Assignment:

By: [Signature]  
Lucinda Scala-Quinn

Exhibit A

**Mad Hungry Marks**

Mad Hungry: USPTO Reg No. 4598973 in classes 8 (knives) and 21 (household utensils).

Mad Hungry: USPTO Reg. No. 4218127 in class 41 (Providing online publications in the nature of magazines, columns, magazine features, magazine sections, recipe cards, articles, newsletters, and journals all in the fields of food, cooking and entertaining; entertainment services in the nature of radio programs and television programs in the fields of food, cooking and entertaining; production of television and radio programs; entertainment services in the nature of ongoing programming in the fields of food, cooking and entertaining broadcast over television, radio, and satellite; entertainment services in the nature of ongoing audio and video programming in the fields of food, cooking and entertaining broadcast over the internet; providing podcasts, webcasts, and blogs in the fields of food, cooking and entertaining; providing online information in the fields of entertaining, namely, party planning and arranging, organizing, conducting, and hosting social entertainment events; entertainment services, namely, providing non-downloadable audio or audio visual images, namely, photos and pictures in the fields of food, cooking and entertaining presented to mobile communication devices via a global computer network and wireless networks; entertainment services in the nature of a series of short shows and webisodes featuring food, cooking and entertaining distributed to mobile communication devices via a global computer network and wireless networks, which may include video, text, photos, illustrations or hypertext; educational demonstrations in the field of cooking; food tastings).