

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM359384

<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>
Bauer Consumer Media Limited		08/31/2012	CORPORATION: ENGLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Revolution One Limited		
<b>Street Address:</b>	51 Clarkes Grove Road		
<b>City:</b>	South Yorkshire		
<b>State/Country:</b>	ENGLAND		
<b>Postal Code:</b>	S102NH		
<b>Entity Type:</b>	CORPORATION: ENGLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3608329	HOMME+	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	mgrieco@olshanlaw.com		
<b>Correspondent Name:</b>	Mary L. Grieco, Safia A. Anand		
<b>Address Line 1:</b>	65 East 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	BAU001 USA A0		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Mary L. Grieco, Safia A. Anand		
<b>Address Line 1:</b>	65 East 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Mary L. Grieco		
<b>SIGNATURE:</b>	/marylgrieco/		
<b>DATE SIGNED:</b>	10/21/2015		
<b>Total Attachments: 36</b>			

CH \$40.00 3608329



DATED 31<sup>st</sup> August 2012

(1) BAUER CONSUMER MEDIA LIMITED  
(2) REVOLUTION ONE LIMITED

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ASSETS SALE AND PURCHASE AGREEMENT

-relating to-

THE MAGAZINES "POP" AND "ARENA HOMME +"

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This Agreement is made on 31<sup>st</sup> August 2012  
between:

- (1) **BAUER CONSUMER MEDIA LIMITED**, a company registered in England under number 01176085, whose registered office is at 1 Lincoln Court, Lincoln Road, Peterborough PE1 2RF ("the Seller"); and
- (2) **REVOLUTION ONE LIMITED**, a company registered in England under number 7707552, whose registered office is at 51 Clarkes grove Road, Sheffield, South Yorkshire, S10 2NH ("the Buyer")

It is agreed as follows:

1. **INTERPRETATION**

In this Agreement the definition and interpretation provisions set out in schedule 2 shall apply as if set out in full in this clause 1.

1. **CONDITIONAL AGREEMENT FOR SALE AND PURCHASE**

2.1 On and subject to the Conditions and the other terms of this Agreement, the Seller shall sell with full title guarantee and the Buyer shall buy, with effect from the AH+ Transfer Point and free of any Encumbrance, the AH+ Business as a going concern and the AH+ Assets, being:

2.1.1 the AH+ Goodwill;

[REDACTED]

2.1.3 the AH+ Intellectual Property Rights;

2.1.4 the AH+ Name;

[REDACTED]

2.1.6 the AH+ Website Content; and

2.2

[REDACTED]

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**CONSIDERATION**

4.1

The purchase price for the Business and the Assets shall be the payment by the Buyer to the Seller of the sum of [REDACTED] which shall be paid in cash as to [REDACTED] on AII+ Completion and [REDACTED] on Pop Completion.

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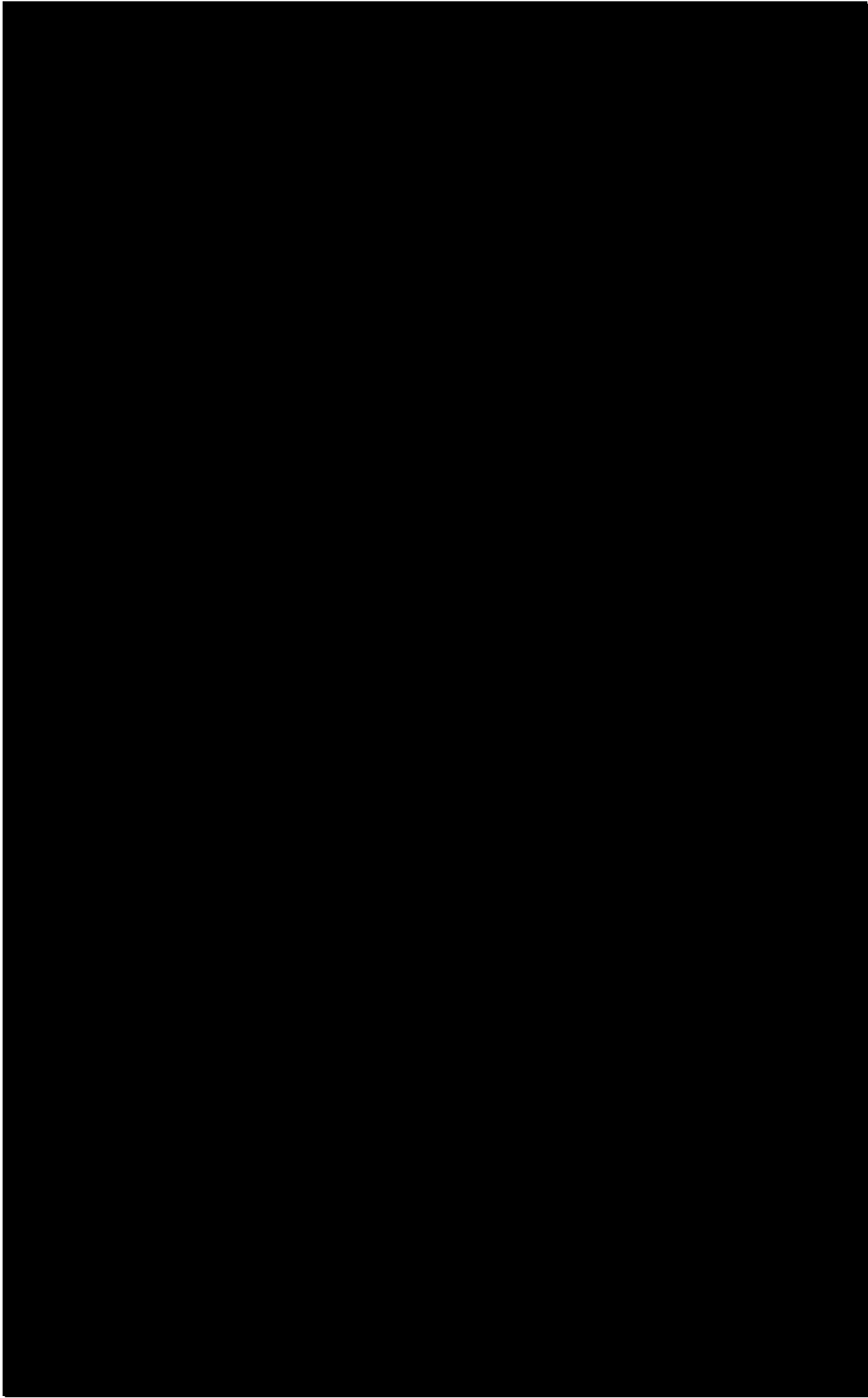
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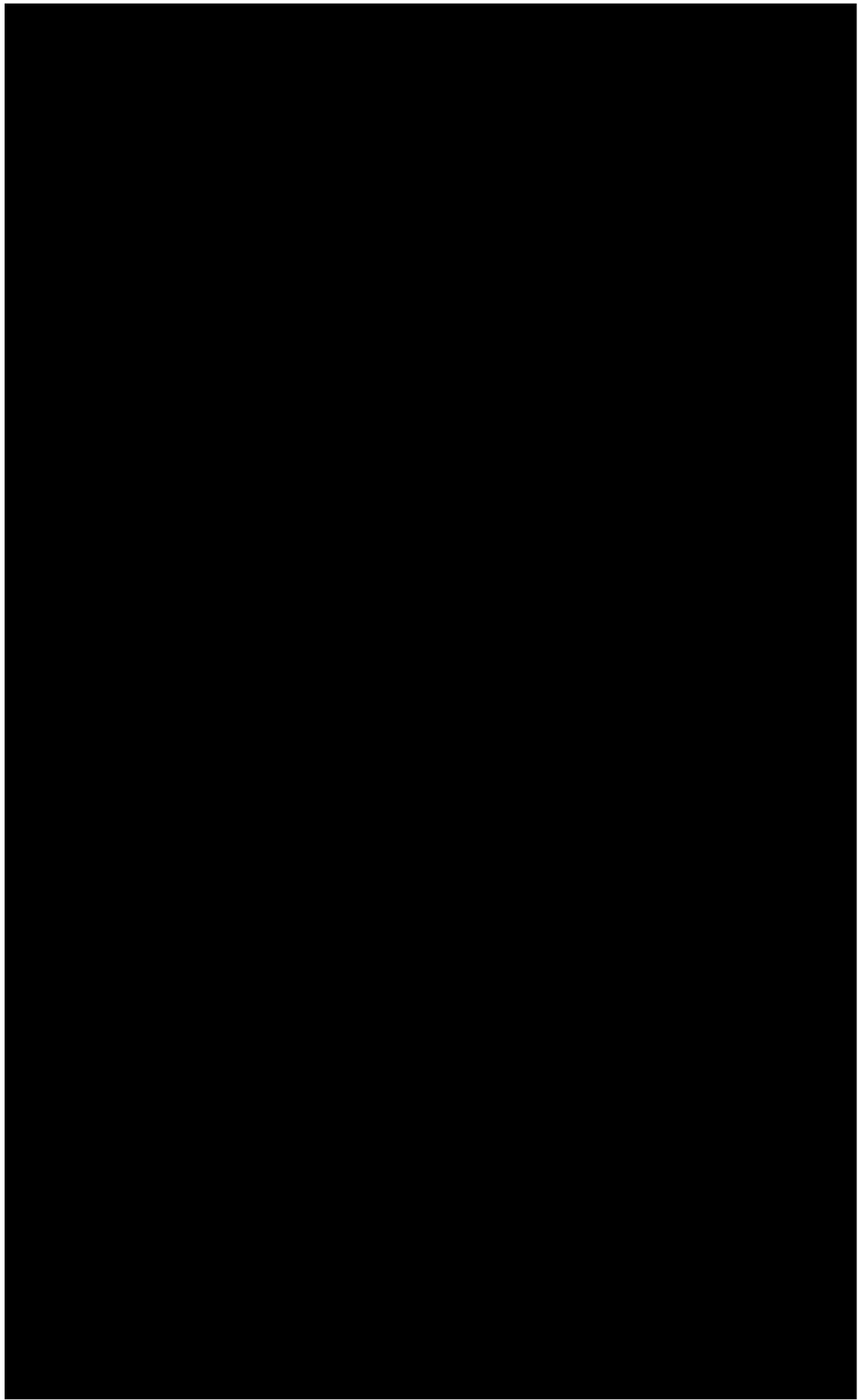
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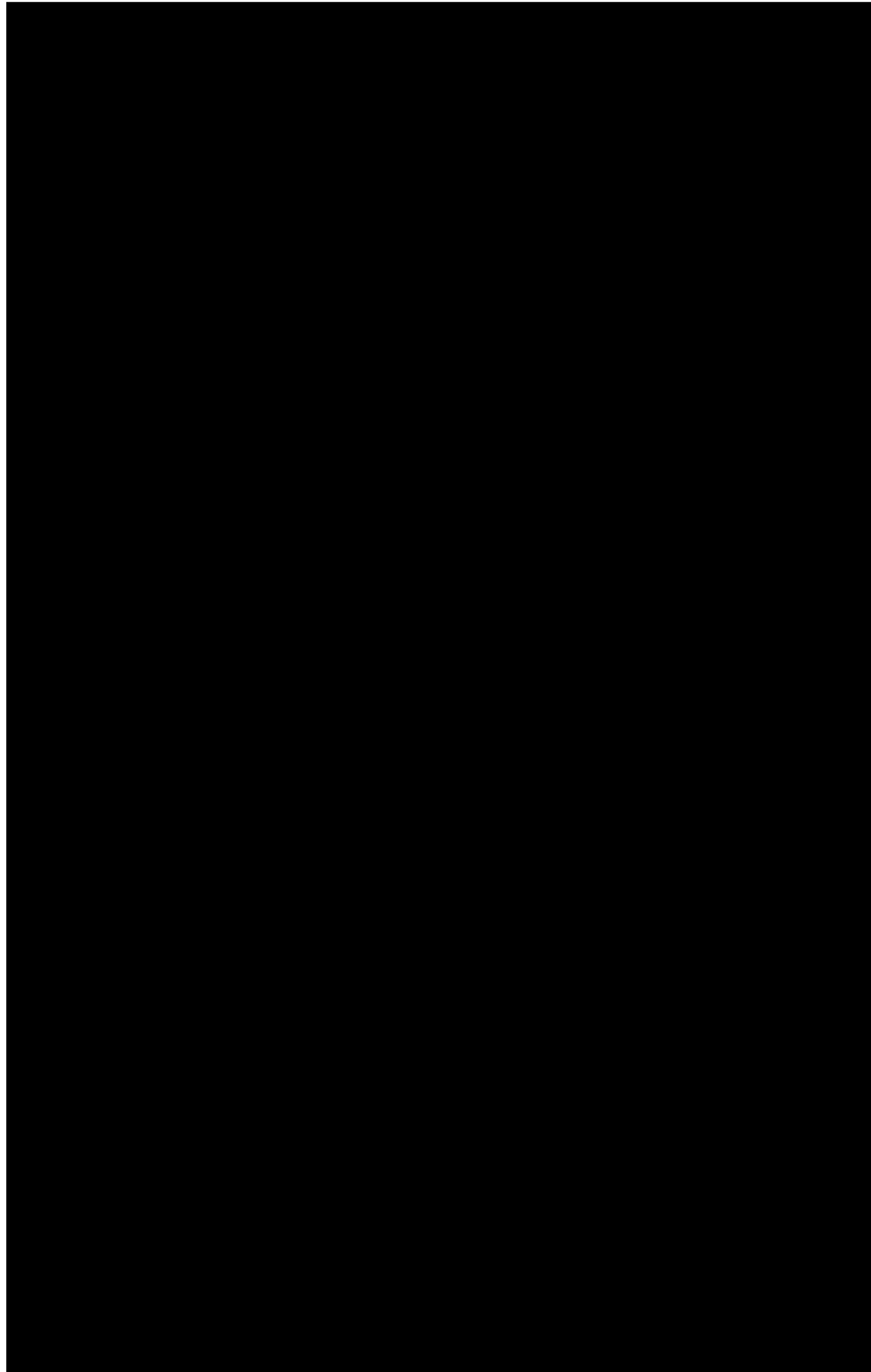
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17. INTENTIONALLY DELETED

18. MISCELLANEOUS

18.1

18.2 The provisions of this Agreement shall be enforceable and ensure for the benefit of any successor in title to the Business or any of the Assets.

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18.6 This Agreement shall be governed by the laws of England and Wales.

18.7 Any dispute arising under this Agreement shall be subject to the jurisdiction of the English courts and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

18.8 The Seller shall (and shall procure that each Member of the Seller's Group shall) at its expense do such acts and things and execute such documents within its power as the Buyer may at any time reasonably require for the purpose of assuring to the Buyer the full benefit of this Agreement and any document to which it refers.

18.9 This Agreement may be executed in any number of counterparts and by the parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all the counterparts shall together be deemed to constitute one and the same agreement. Executed signature pages of this Agreement sent by facsimile or transmitted electronically either as Tagged Image Format Files (TIFF) or in Portable Document Format (PDF) shall be treated as originals, fully binding and with full legal force and effect, and the parties irrevocably waive any rights they (or any of them) may have to object to such treatment, provided that this treatment shall be without prejudice to the obligation of the parties to exchange original counterparts as quickly as practicable after the execution of this Agreement.

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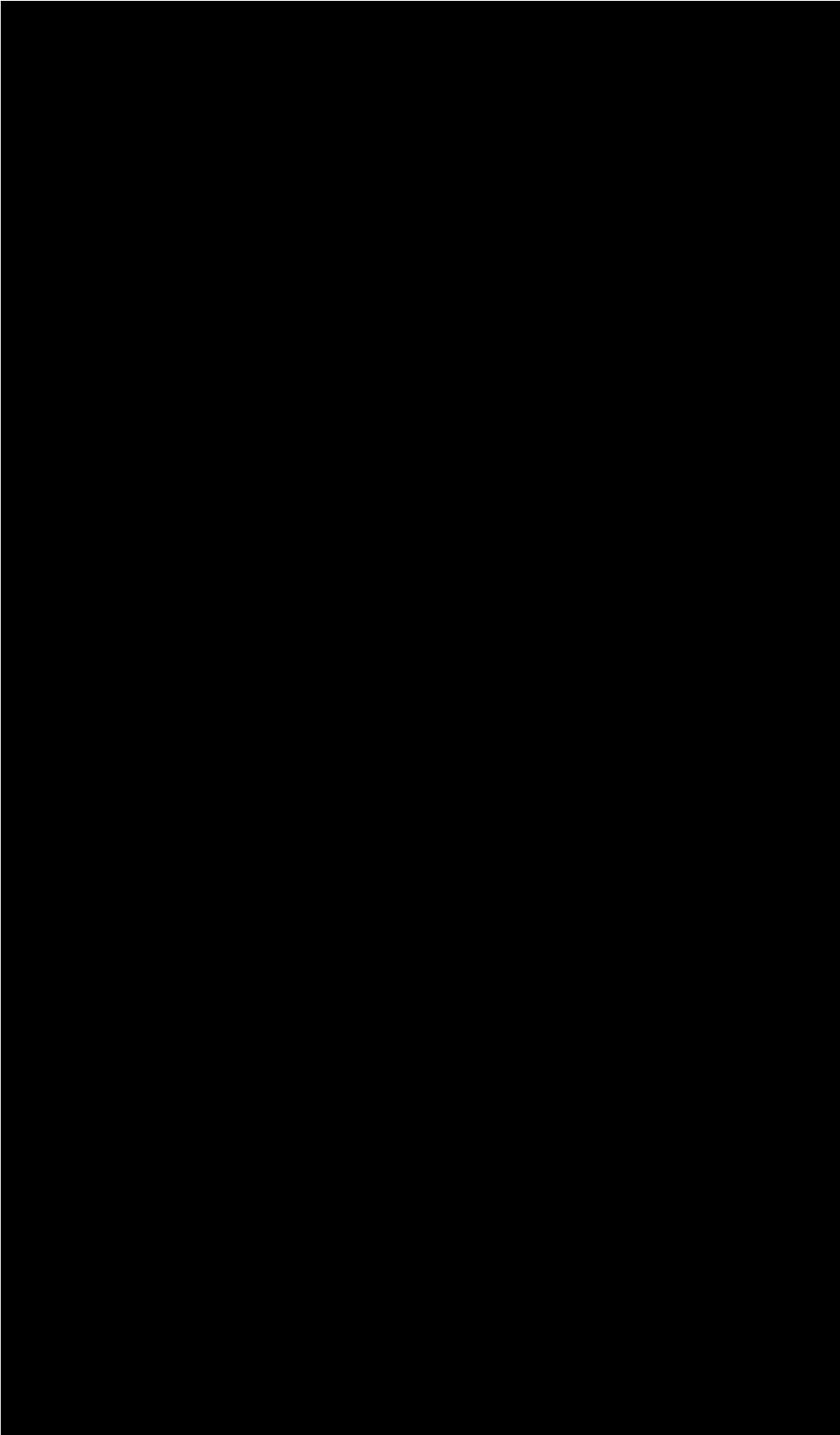
18.14.2

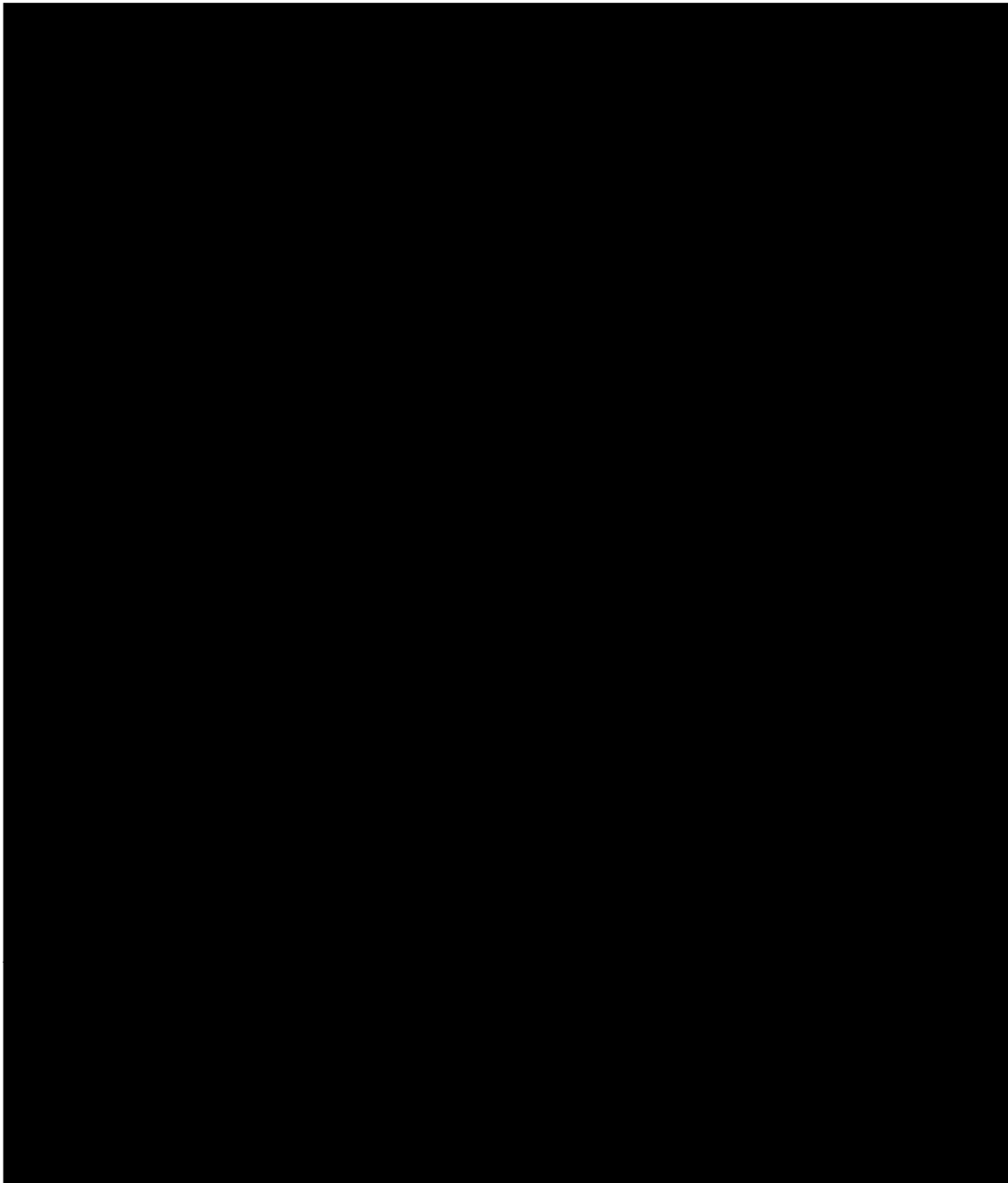
IN WITNESS of which this Agreement has been executed and unconditionally delivered as a DEED on the day and year first above written.

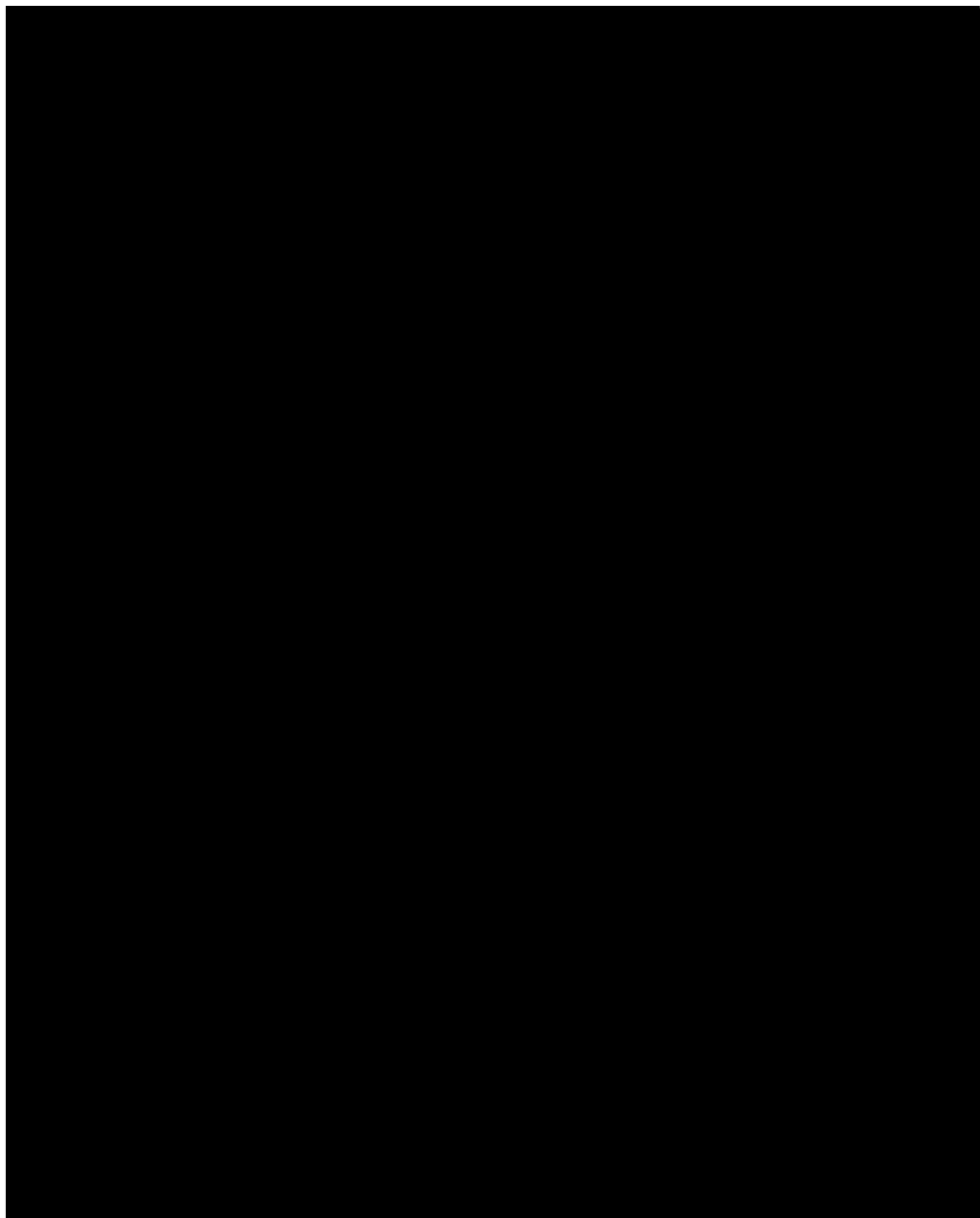
SCHEDULE 1

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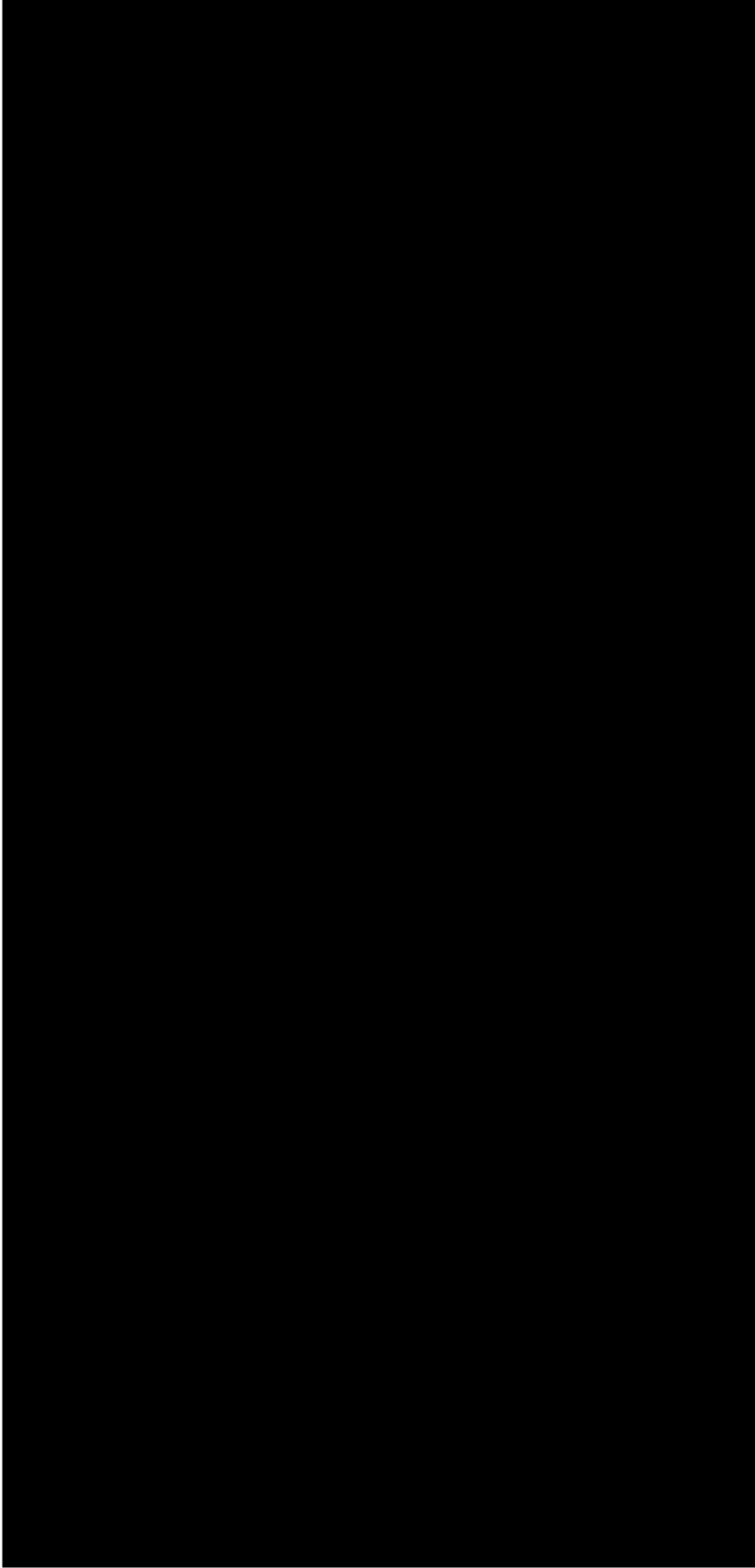
SCHEDULE 1







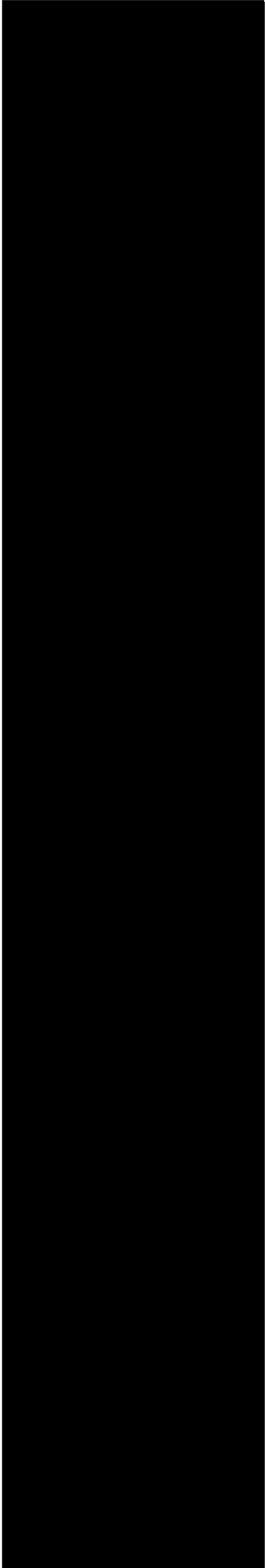




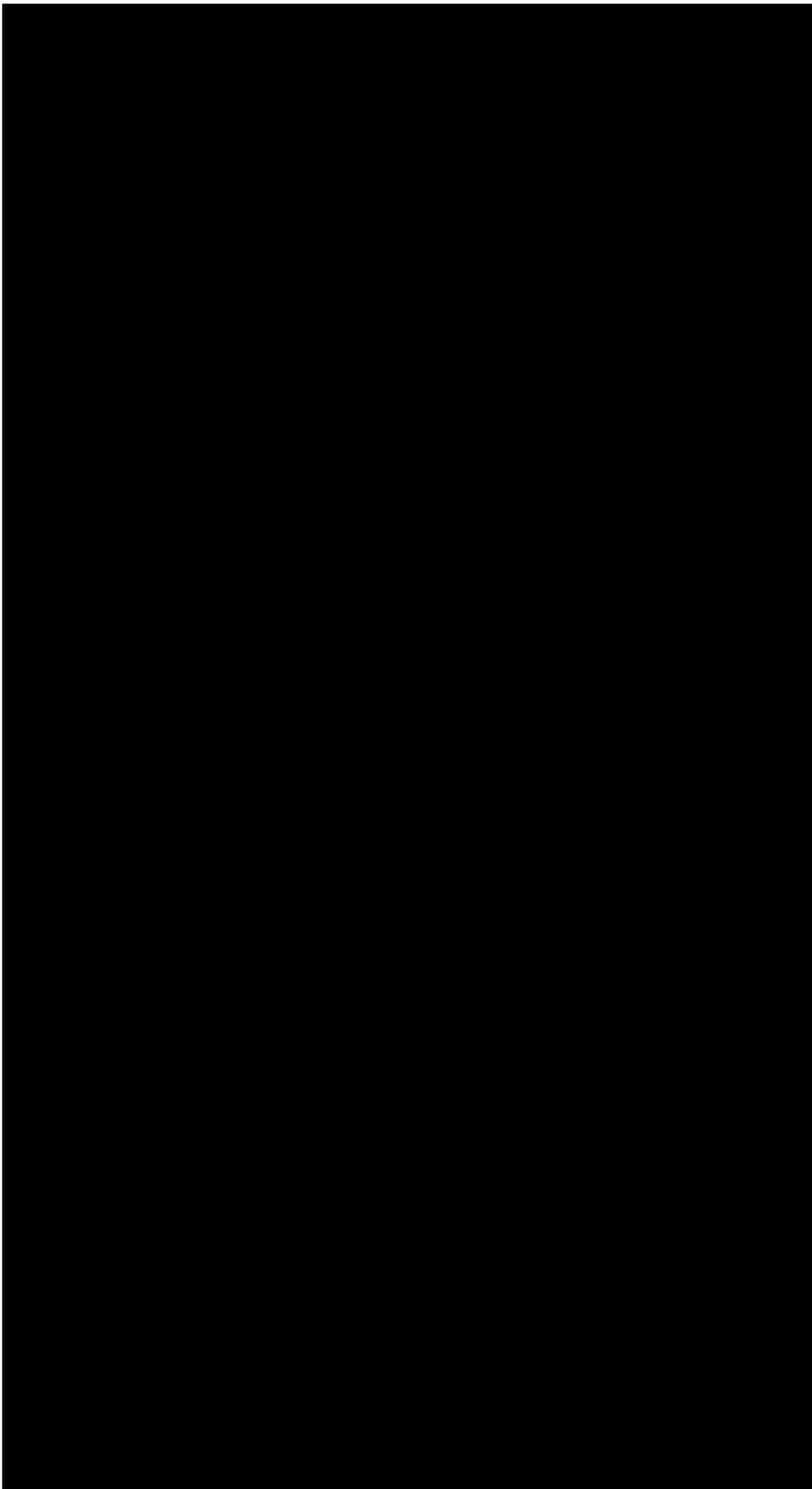
Registered or pending trade marks



HOMME+	HOMME+	9, 16, 41	USA	Registered	10/04/2008	21/04/2009	21/04/2019	77/444638
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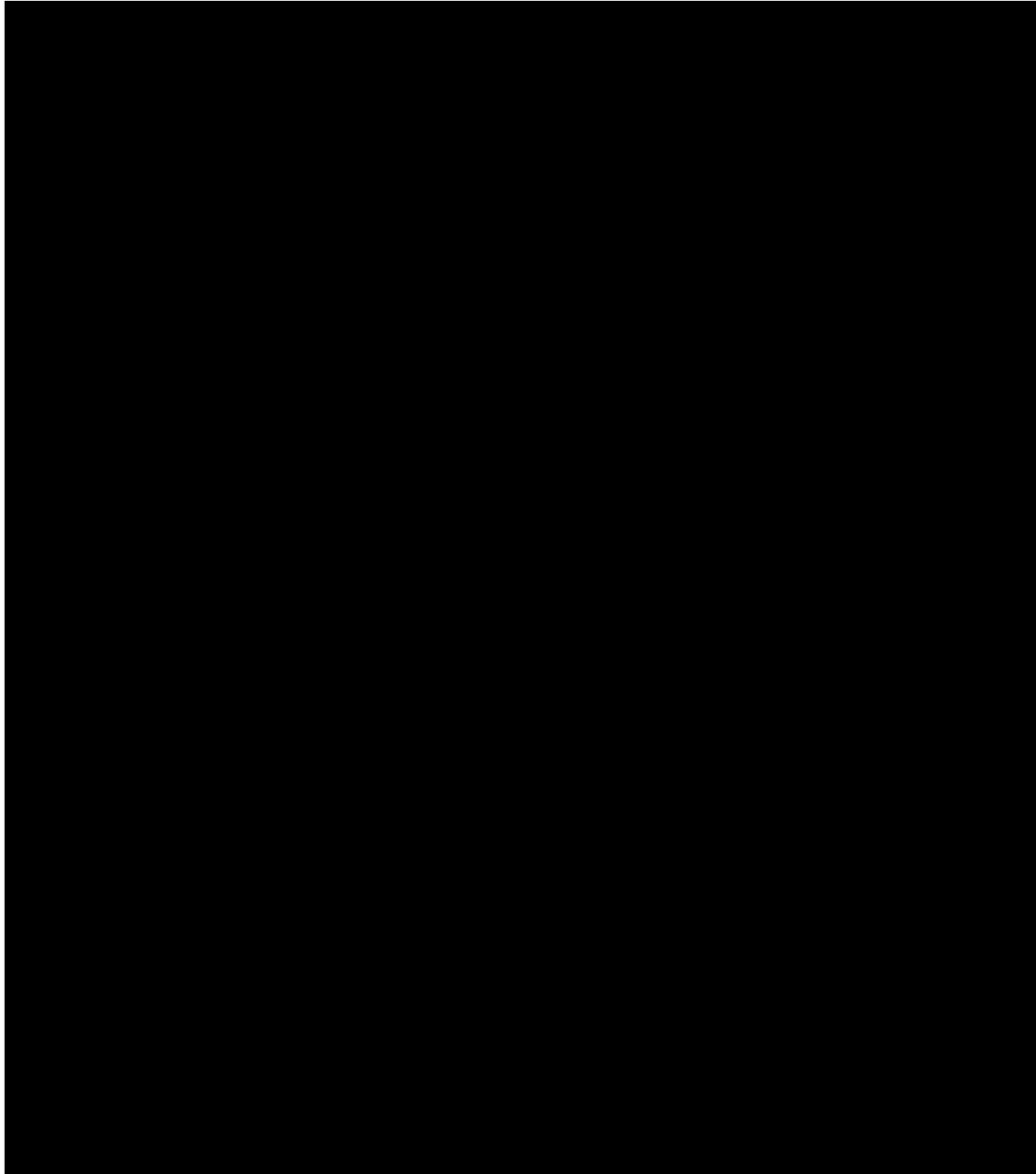




SCHEDULE 2

In this Agreement:

1.1



"AH+ Goodwill"

the goodwill relating to the AH+ Business, the AH+ Name and/or the AH+ Intellectual Property Rights, and the exclusive right for the Buyer to represent itself as carrying on the AH+ Business in succession to the Seller and the Seller's Group and

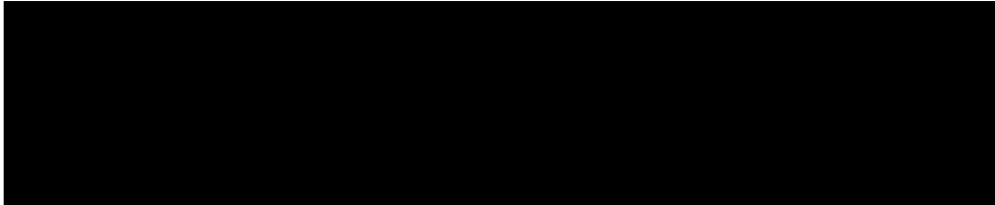
to use the AH+ Name;

"AH+ Intellectual Property Rights" all Intellectual Property in the AH+ Name together with the Listed Intellectual Property set out in part 1 of schedule 1;



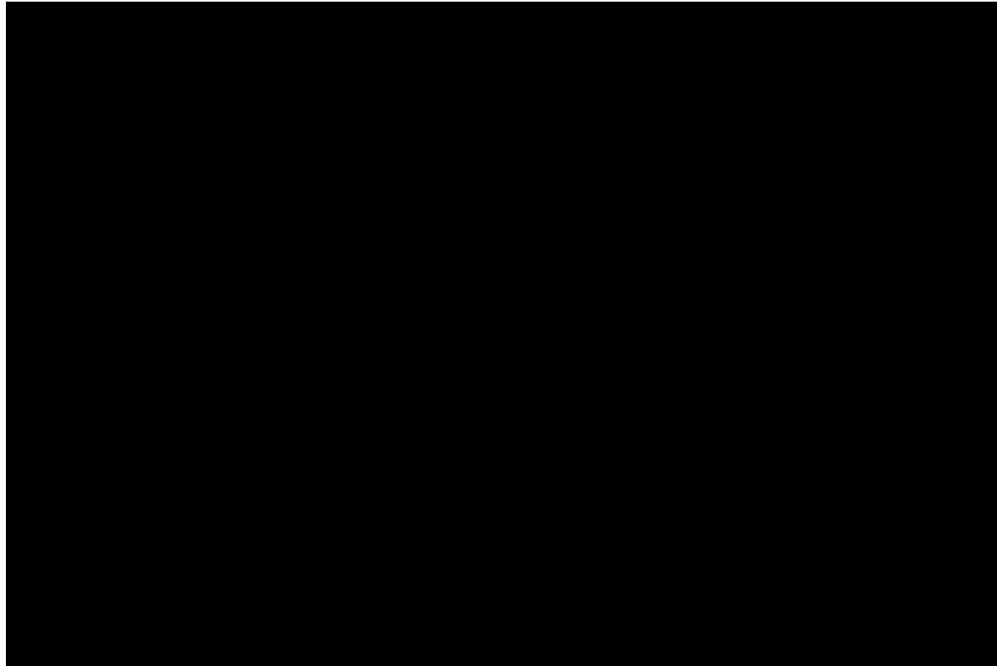
"the AH+ Name"

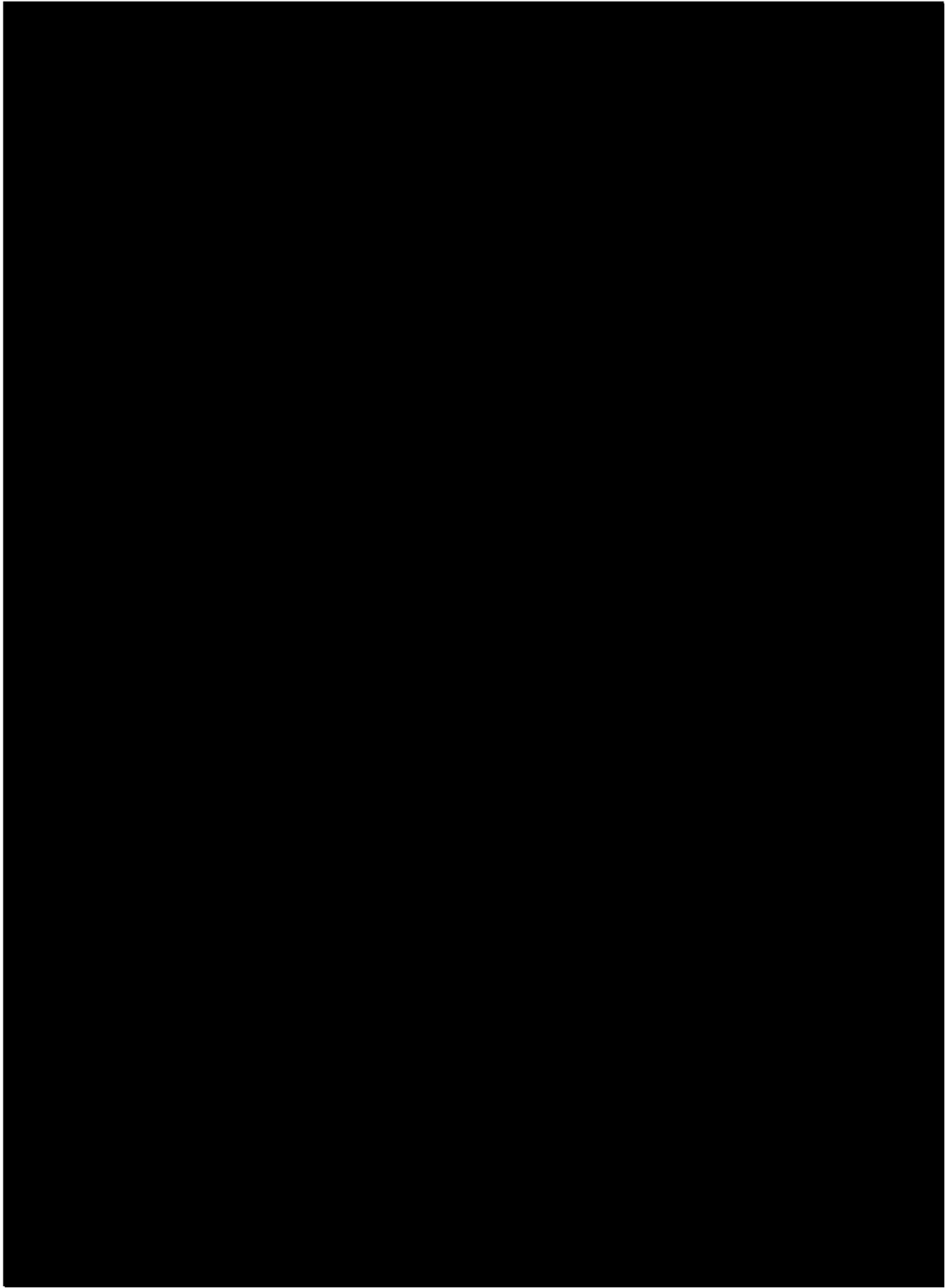
the name "Arena Homme +", "AH+" or "Arena Homme Plus" and any other trading name used by the AH+ Business and all similar names and all abbreviations, hyphenations and phonetic versions thereof and all logos and designs relating thereto and all graphical representations of any of the foregoing but nothing in this Agreement shall affect any rights the Seller has or may have to use the name "Arena" on its own or in any other context, combination or style, whether such rights arise before or after the date of this Agreement;

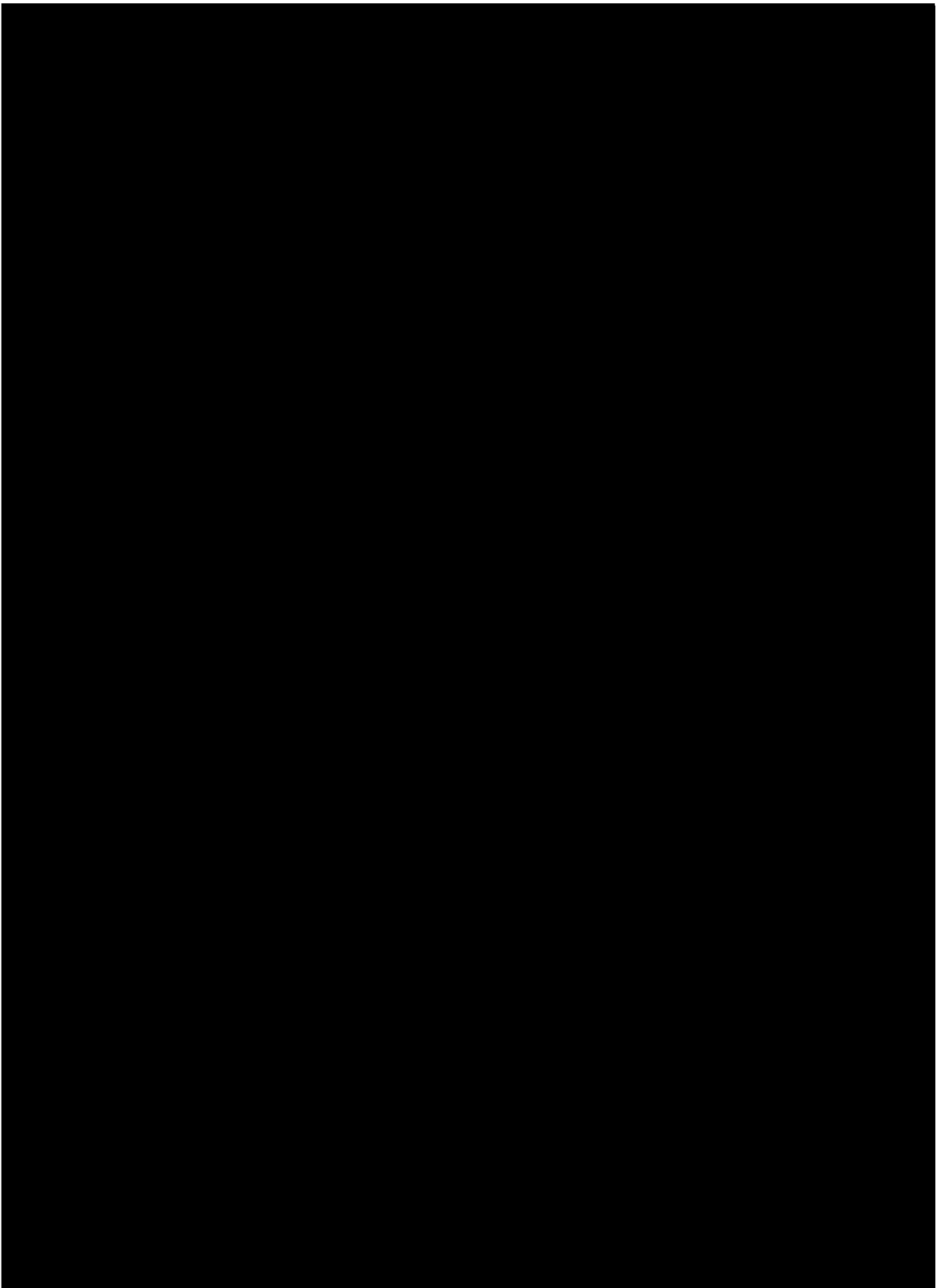


"AH+ Website Content"

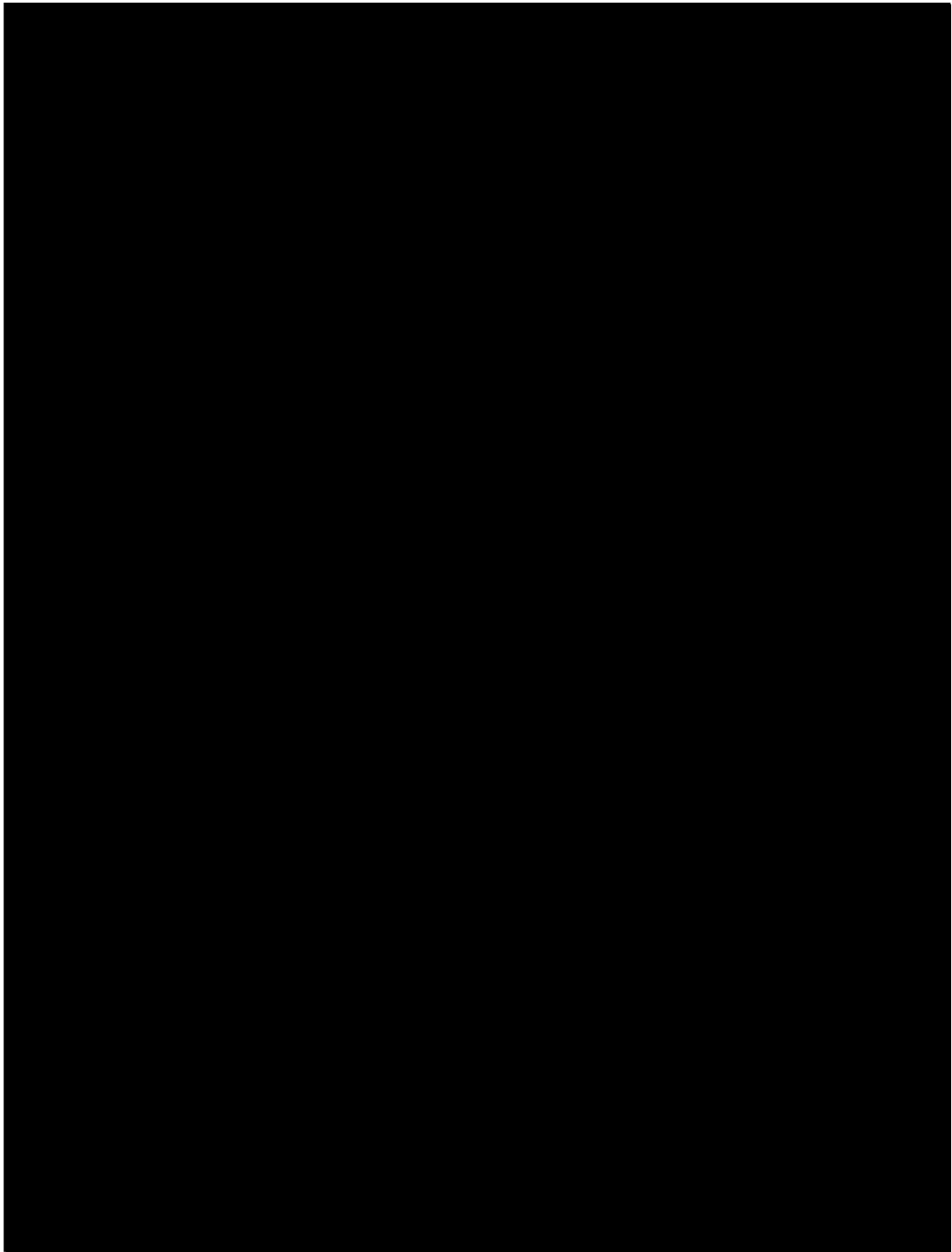
content appearing on the websites located at the domain names listed under the heading "AH+ Domain Names" in Schedule 1, to the extent such content is owned and controlled by the Seller or any Member of the Seller's Group;











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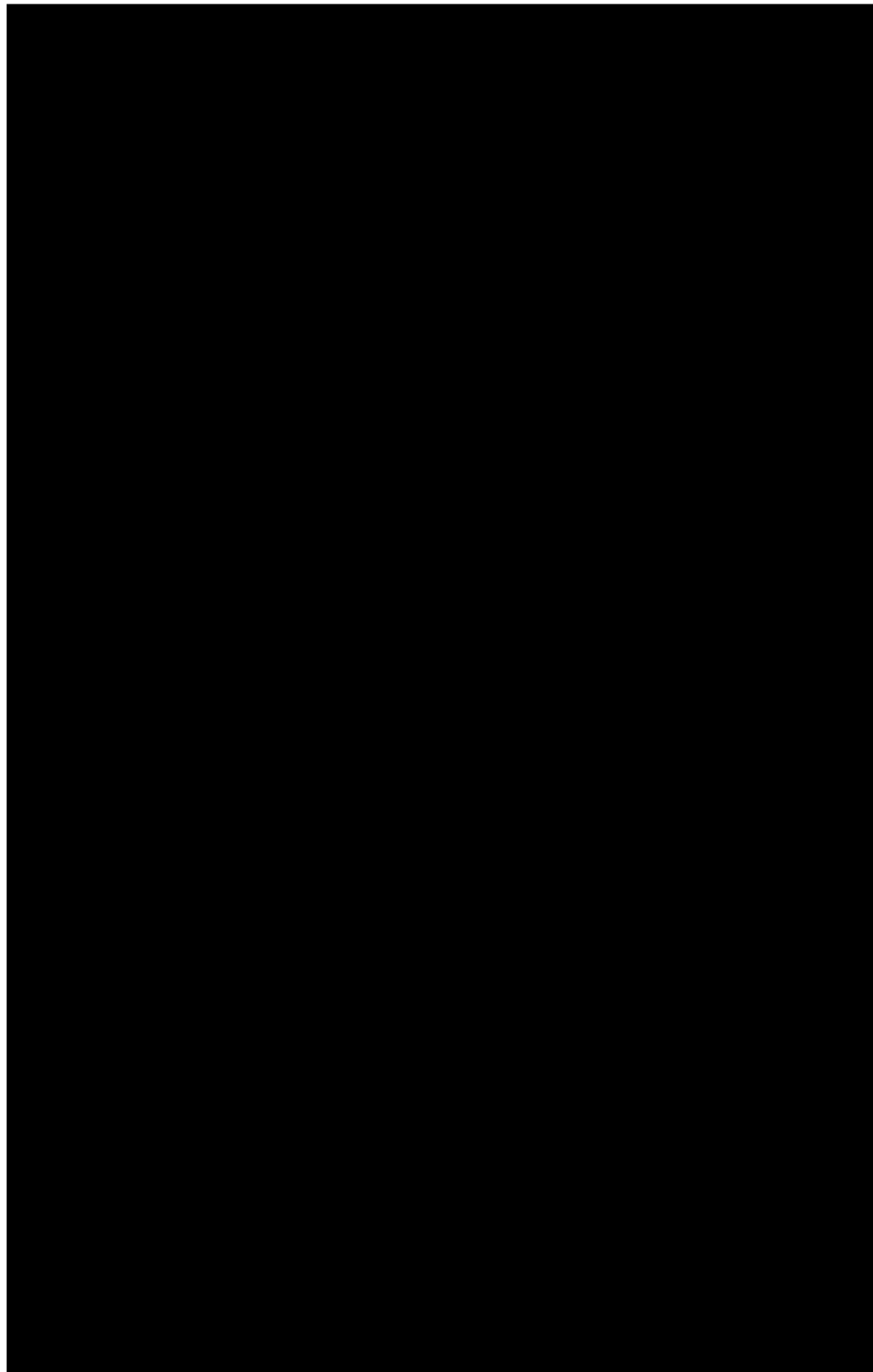
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SCHEDULE 3

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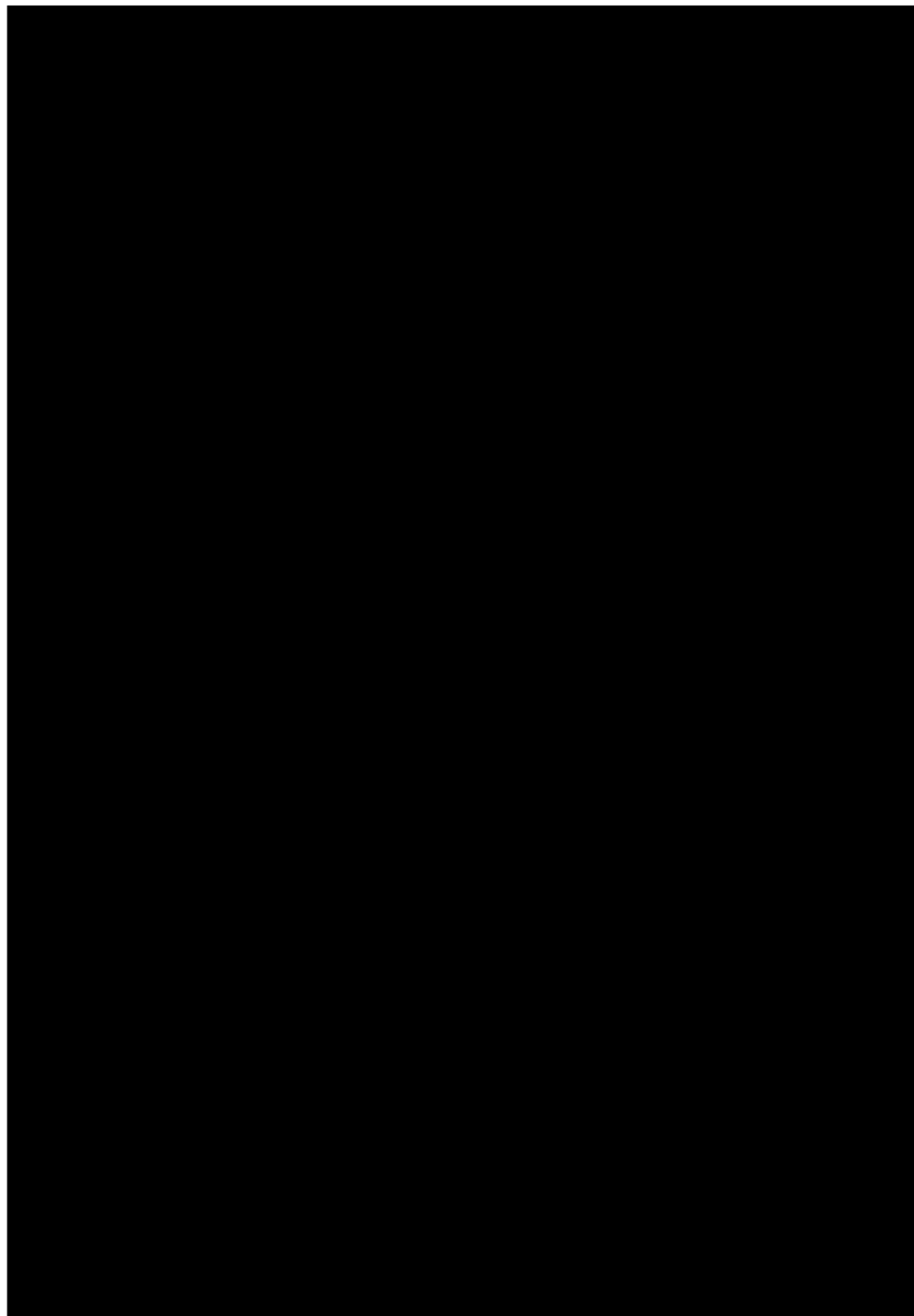
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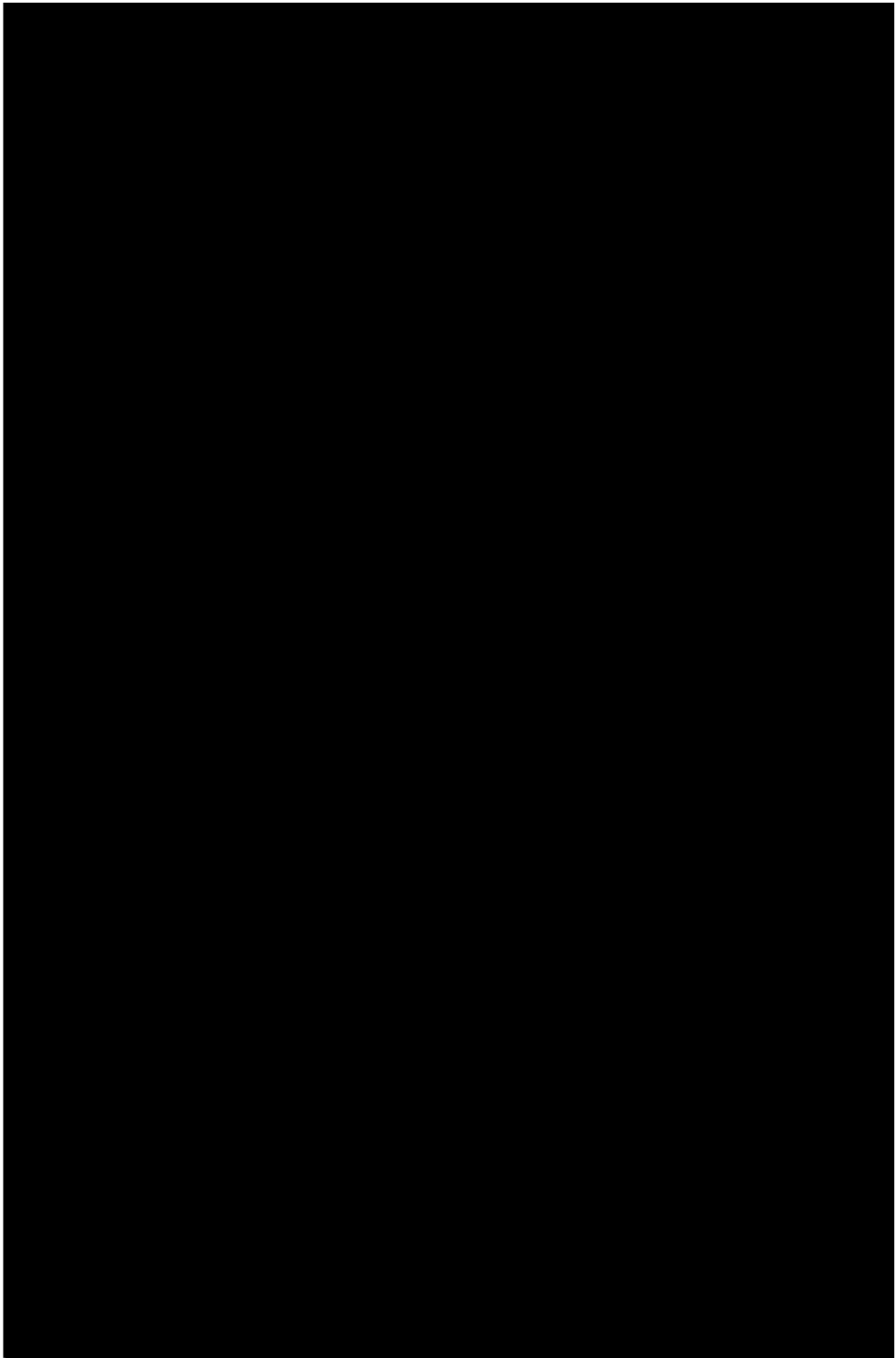
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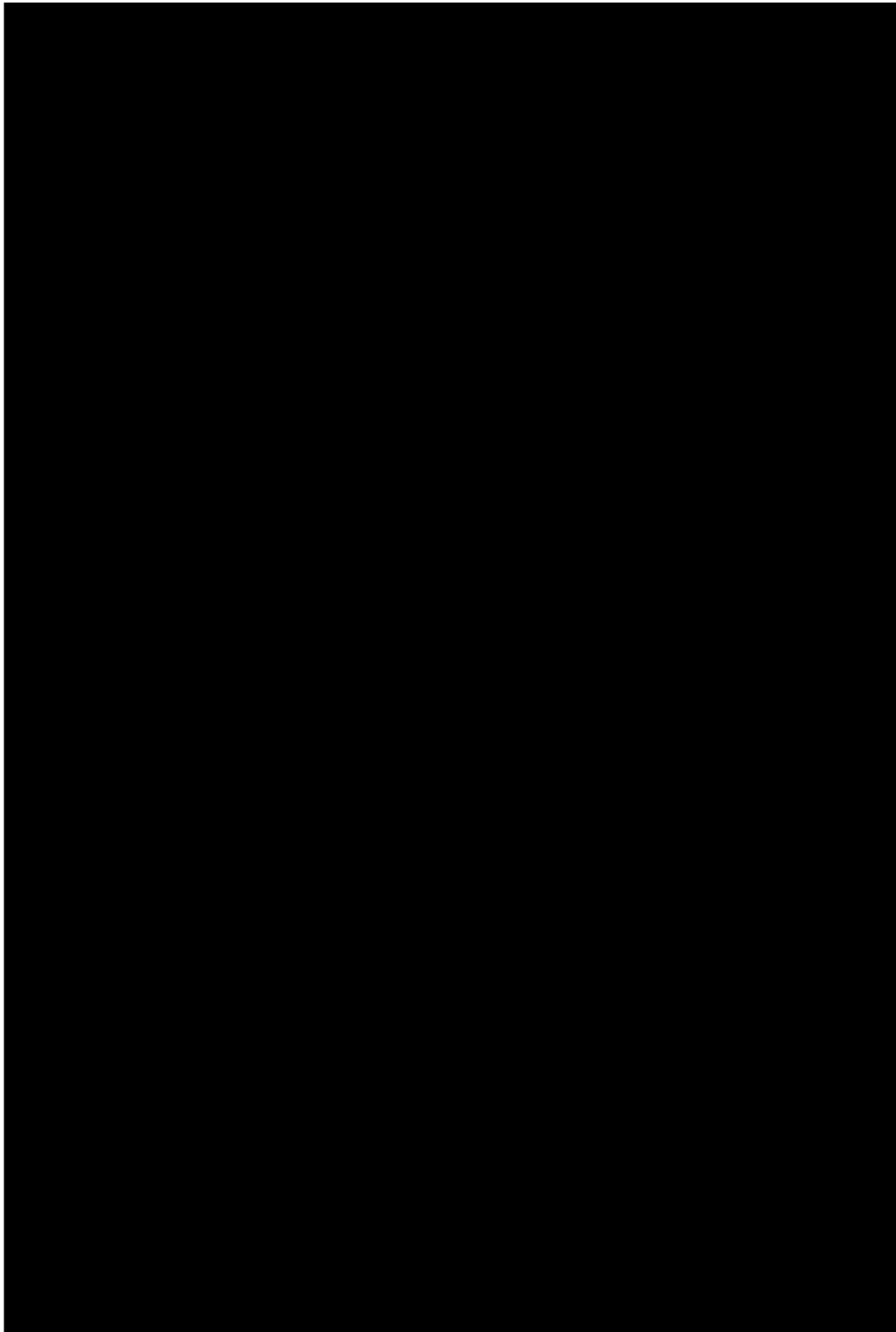
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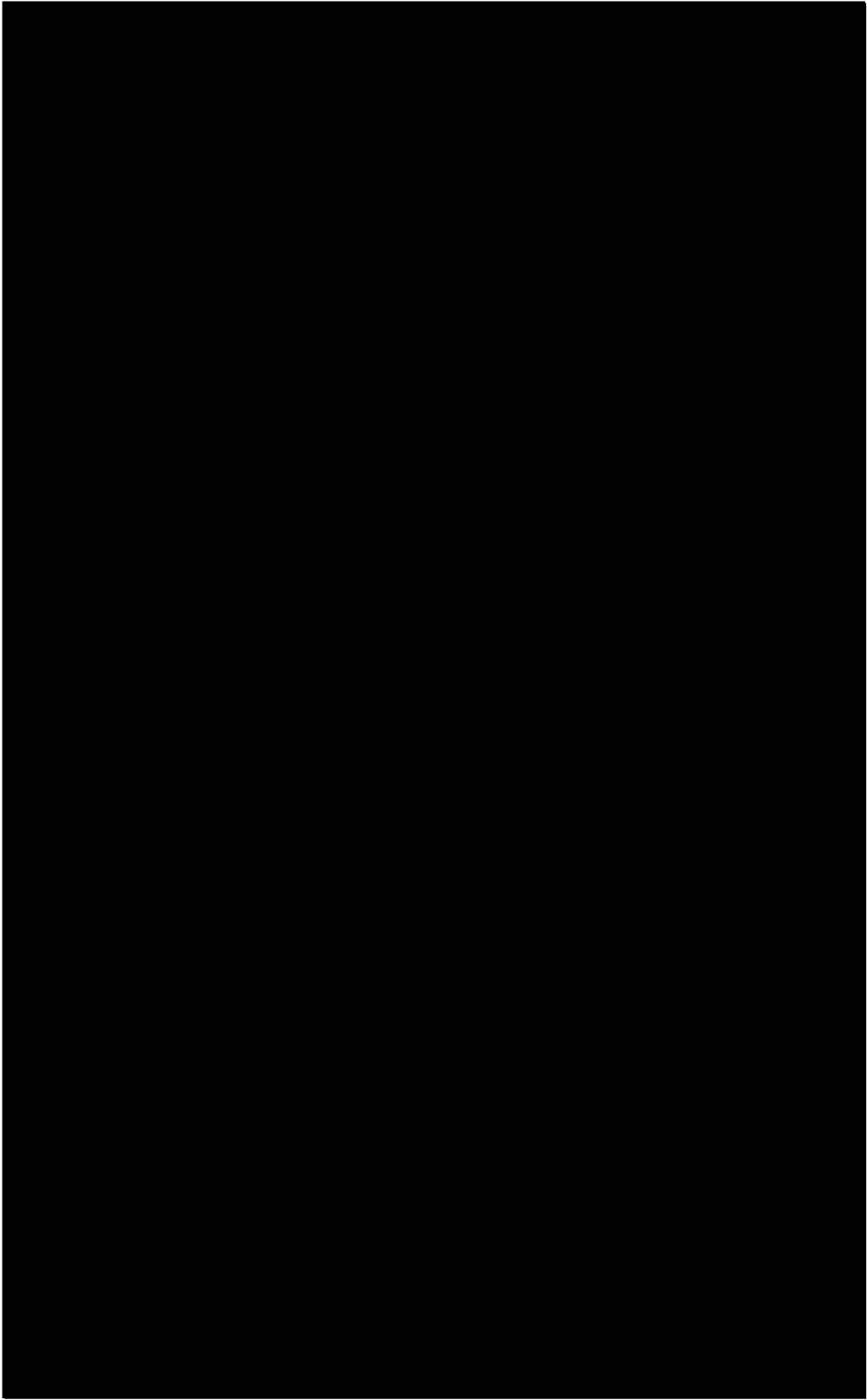
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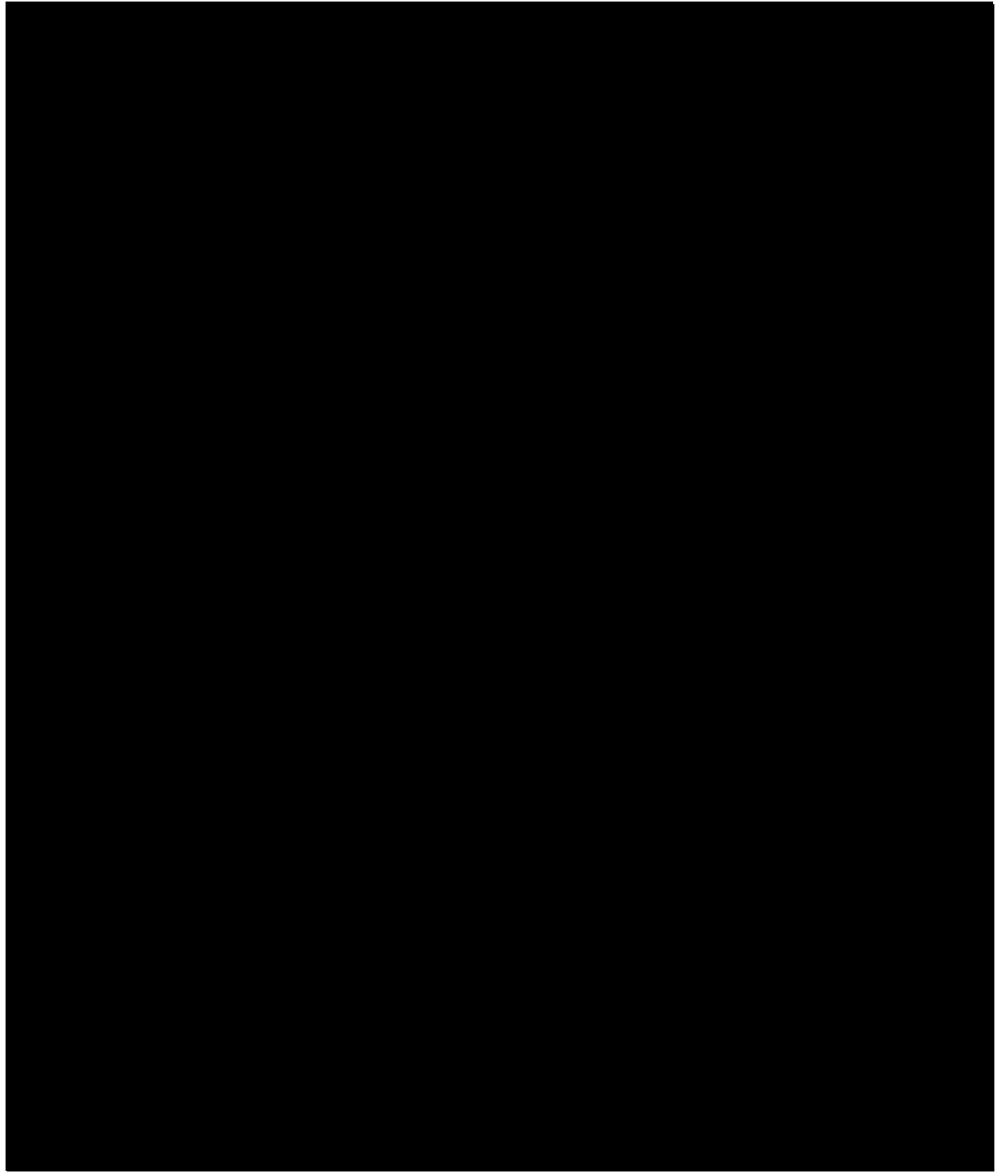
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SCHEDULE 5

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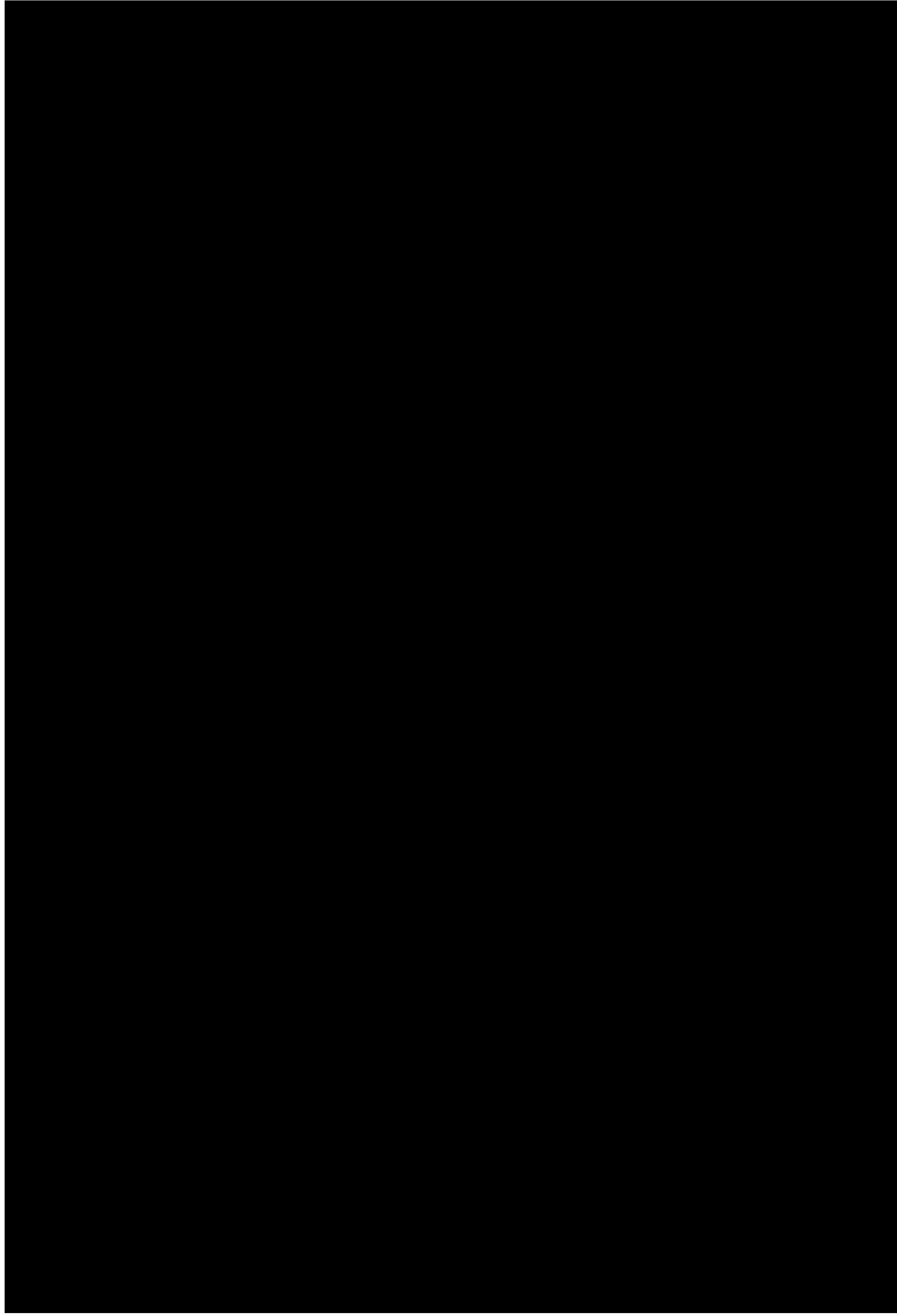
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Executed and delivered as a deed by )  
BAUER CONSUMER MEDIA LIMITED )  
acting by one authorised director in the presence of: )

*[Handwritten Signature]*  
Authorised director signature

CAREY WHITE  
Authorised director name

*[Handwritten Signature]*  
Witness signature

ALEXANDRA CIVIL  
Witness name

Executed and delivered as a deed by )  
REVOLUTION ONE LIMITED )  
acting by one authorised director in the presence of: )

\_\_\_\_\_  
Authorised director signature

\_\_\_\_\_  
Authorised director name

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Witness signature

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Witness name

Executed and delivered as a deed by )  
BAUER CONSUMER MEDIA LIMITED )  
acting by one authorised director in the presence of: )

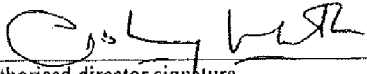
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Authorised director name

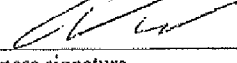
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Witness name

Executed and delivered as a deed by )  
REVOLUTION ONE LIMITED )  
acting by one authorised director in the presence of: )

  
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Authorised director signature

A HEATH  
\_\_\_\_\_  
Authorised director name

  
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Witness signature

R VINCE  
\_\_\_\_\_  
Witness name