

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377496

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POETICA LTD		02/25/2016	Limited Company: ENGLAND
RECEIVING PARTY DATA			
Name:	Advance Magazine Publishers Inc.		
Street Address:	one world trade center		
City:	new york		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4737360	POETICA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123817140		
Email:	sjacobs@sabinfirm.com		
Correspondent Name:	Sawyer C Jacobs		
Address Line 1:	one world trade center		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	Sawyer C. Jacobs		
SIGNATURE:	/Sawyer C. Jacobs/		
DATE SIGNED:	03/22/2016		
Total Attachments: 7			
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WORLDWIDE TRADEMARK ASSIGNMENT AGREEMENT

THIS WORLDWIDE TRADEMARK ASSIGNMENT AGREEMENT (this “Assignment”) is made and entered into effective as of February 25, 2016, by and between **POETICA LTD**, a company incorporated in England and Wales with company number 07998996 whose registered office is Cambridge House, 16 High Street, Saffron Walden, Essex, England CB10 1AX (“**Seller**”), and **ADVANCE MAGAZINE PUBLISHERS INC.**, a New York corporation (“**Purchaser**”). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement, dated as of the date hereof, by and among Seller, Purchaser and certain other parties (the “**Purchase Agreement**”).

RECITALS

WHEREAS, upon the terms and subject to the conditions of the Purchase Agreement, Seller has agreed to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser has agreed to purchase, acquire and accept from Seller, all of the right, title and interest of Seller in and to those trademarks and registrations and applications for the trademarks set forth on Schedule A attached hereto and made a part hereof (collectively, the “**Transferred Trademarks**”), together with all common law rights and all goodwill associated with the use of and symbolized by such Transferred Trademarks;

WHEREAS, the parties hereto now desire to carry out the intent and purposes of the Purchase Agreement by Seller’s execution and delivery to Purchaser of this Assignment as evidence of the sale, transfer, assignment, conveyance and delivery to purchaser of all of Seller’s rights, title and interest in and to all of the Transferred Trademarks.

NOW, THEREFORE, in consideration of the covenants, promises and representations set forth herein and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance and Acceptance. In accordance with the provisions of the Purchase Agreement, Seller hereby sells, transfers, conveys, assigns and delivers to Purchaser and Purchaser hereby accepts all of Seller’s rights, title and interest in, to and under the Transferred Trademarks, including all common law rights therein, together with all benefits, privileges, causes of action, and remedies relating to the Transferred Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks against any third party, all rights to recover damages, profits and injunctive relief for infringement, dilution, misappropriation, misuse or other violation of the Transferred Trademarks, and all goodwill associated with and symbolized by the use of the Transferred Trademarks, and Purchaser hereby purchases, takes delivery of and acquires such Transferred Trademarks and accepts such sale, transfer, conveyance and assignment.

2. Amendment. This Assignment may not be amended or modified except by an instrument in writing signed by the party affected by such amendment and expressly stating that it is intended to amend this Assignment.

3. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transaction is not affected in any manner materially adverse to any party.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts executed and to be performed in such state, without regard to principles of conflicts of law.

5. Headings; Counterparts; Effectiveness of Assignment. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Assignment. The parties may execute facsimile or electronic copies of this Assignment, which facsimile or electronic copies shall be equally as effective as delivery of originally executed counterparts.

[Signature page follows]

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

SELLER:

POETICA LTD

By:

A. Maybank
Name: *Anna Maybank*
Title: *CEO and Director*

STATE OF New York)
)
COUNTY OF New York) ss.

On this 25th day of February, 2016, there appeared before me Anna Maybank, personally known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged to me that he/she executed the foregoing Assignment in his/her authorized capacity and that by his/her signature on the Assignment the entity on behalf of which the person acted has executed the Assignment.


Mary Ann Casey
Notary Public

MARY ANN CASEY
Notary Public, State of New York
No. 01CA6023083
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 12, 20 17

PURCHASER:

ADVANCE MAGAZINE PUBLISHERS INC.

By:


Name: David Geithner
Title: Vice President

STATE OF New York)
)
COUNTY OF New York) ss.

On this 25th day of February, 2016, there appeared before me David Geithner, personally known to me to be the person whose name is subscribed to the foregoing Assignment and acknowledged to me that ~~he~~ she executed the foregoing Assignment in ~~his~~ her authorized capacity and that by ~~his~~ her signature on the Assignment the entity on behalf of which the person acted has executed the Assignment.

Mary Ann Casey
Notary Public

MARY ANN CASEY
Notary Public, State of New York
No. 01CAS029063
Qualified in Queens County
Certificate Filed in New York County
Commission Expires April 12, 2017

SCHEDULE A

Transferred Trademarks

Trademark	Region	Class number(s)	Status	Registration Number	Date Registered
POETICA	EU	9, 35, 42	Registered	EU011347911	15 April 2013
POETICA	USA	9	Registered	4737360	19 May 2015