

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383033

<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>
Beckett Media, LLC		03/29/2014	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Engaged Media, Inc.		
<b>Street Address:</b>	22840 Savi Ranch Parkway		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Yorba Linda		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92887		
<b>Entity Type:</b>	Corporation: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86246837	ENGAGED ENTHUSIAST MEDIA	
<b>Serial Number:</b>	86246825	ENGAGED MEDIA	
<b>Serial Number:</b>	85959309	PLAID PARASOL	
<b>Serial Number:</b>	86120126	AMERICAN FARMHOUSE STYLE	
<b>Serial Number:</b>	86117831	AMERICAN MADE LIVING	
<b>Serial Number:</b>	85625688	WORLD OF FIREPOWER	
<b>Registration Number:</b>	2609146	ACTION PURSUIT GAMES	
<b>Registration Number:</b>	1675834	AMERICAN SURVIVAL GUIDE	
<b>Registration Number:</b>	2178656	BOW & ARROW HUNTING	
<b>Registration Number:</b>	3337523	COTTAGES & BUNGALOWS	
<b>Registration Number:</b>	3283763	DIESEL WORLD	
<b>Registration Number:</b>	2138044	DRAG RACER	
<b>Registration Number:</b>	2176969	GUN WORLD	
<b>Registration Number:</b>	1657870	KNIVES ILLUSTRATED	
<b>Serial Number:</b>	85818056	MAXIMUM DRIVE	
<b>Registration Number:</b>	3407172	MUSCLE CAR POWER	
<b>Registration Number:</b>	2005194	ROMANTIC HOMES	
<b>Serial Number:</b>	85751378	ULTIMATE DIESEL BUILDER'S GUIDE	
<b>TRADEMARK</b>			

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Property Type	Number	Word Mark
Registration Number:	4200952	ULTIMATE MMA
Registration Number:	1976514	VICTORIAN HOMES
Registration Number:	4336156	WELL STYLED HOME
Registration Number:	4069513	YUM
Serial Number:	86117852	GO GLUTEN FREE
Serial Number:	86098112	LOW SUGAR LIVING
Serial Number:	86117860	VINTAGE HOLIDAY

**CORRESPONDENCE DATA**

Fax Number: 8443978265

*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.*

Phone: 9198294296

Email: tmgroup@hutchlaw.com

Correspondent Name: Trevor P. Schmidt

Address Line 1: 3110 Edwards Mill Road

Address Line 2: Suite 300

Address Line 4: Raleigh, NORTH CAROLINA 27612

<b>ATTORNEY DOCKET NUMBER:</b>	ACAD.21000
<b>NAME OF SUBMITTER:</b>	Trevor P. Schmidt
<b>SIGNATURE:</b>	/Trevor P. Schmidt/
<b>DATE SIGNED:</b>	05/02/2016

**Total Attachments: 5**

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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is effective as of March 29, 2014, by and between Beckett Media, LLC (the "Seller") and Engaged Media, Inc. ("Purchaser").

### RECITALS

**WHEREAS**, the Seller wishes to transfer certain intellectual property to its affiliate effective as of the date hereof.

**WHEREAS**, Seller and Purchaser have negotiated the terms of this Agreement at arms-length and in good faith.

### AGREEMENT

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Purchaser and Seller hereby agree as follows:

1. Sale and Transfer of Assets and Assumption of Certain Liabilities. Upon the terms and subject to the conditions of this Agreement, in consideration of and in exchange for the Closing Consideration and for Purchaser's assumption of the Assumed Liabilities, Seller agrees, on the date hereof to sell, transfer, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller's right, title and interest in the Assets (as defined below), "as is" and without recourse, and (except as set forth in Section 4 below) without representations or warranties of any kind, express or implied, including, without limitation, any warranties as to title, possession, quiet enjoyment, merchantability, value, useful life, fitness for intended use, or similar representations and warranties. The execution of this Agreement shall have the effect of transferring Seller's right title and interest in the Assets. For purposes of this Agreement, "Assets" shall mean all of Seller's right, title and interest related to the intellectual property described on Schedule 1 to this Agreement. Except as expressly set forth in this Section 1 above, no other assets, properties, rights or claims are intended to be transferred to the Purchaser.

2. Purchase Price. As consideration for the sale, transfer, and conveyance of the Assets by Seller, Purchaser agrees to (a) pay at the Closing, [REDACTED] in immediately available funds (the "Closing Consideration"); and (b) assume the liabilities and obligations of the Seller identified as Assumed Liabilities on Schedule 1.


3. Liabilities and Obligations Not Assumed. Purchaser shall not assume or become obligated in any way to pay any liabilities, debts or obligations of Seller whatsoever except for the Assumed Liabilities, including but not limited to any liabilities or obligations now or hereafter arising from Seller's business activities that took place prior to the Closing.

4. Representations and Warranties of Seller. Except as to Seller's representations and warranties expressly provided below, the Assets are being sold "as is," and "where is" and "with all faults", with no express or implied representation and warranties of any kind, nature,

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the day and year first above written.

**SELLER:**

BECKETT MEDIA, LLC

By: 

Name: Greg E. Lindberg

Title: Chairman

**PURCHASER:**

ENGAGED MEDIA, INC.

By: 

Name: Greg E. Lindberg

Title: Chairman

**SCHEDULE 1**

**ASSETS**

Customer Lists	
Trademarks	
86/246,837	Engaged Enthusiast Media
86/246,825	ENGAGED MEDIA
85/959,309	Plaid Parasol
3,346,991	
Allowed to Lapse	Beckett Massive Online Gamer
86/120,126	American Farmhouse Style
86/117,831	American Made Living
85/625,688	World of Firepower
2,609,146	Action Pursuit Games
1,675,834	American Survival Guide
	Bedrooms and Baths
2,178,656	Bow & Arrow Hunting
	Concealed Carry Handguns
3,337,523	Cottages and Bungalows
3,283,763	Diesel World
2,138,044	Drag Racer
	Drive
3,495,709	Elite Fighter
	Flea Market Décor
	Guide to Phone Apps
2,176,969	Gun World
	Gun World + Knives SIP
	Home Defender
	Kitchens (includes Kit-BB-FMD-RL)
1,657,870	Knives Illustrated
85/818,065	Low Sugar Life
85/818,056	Maximum Drive
3,407,172	Muscle Car Power
3,432,496	Ore Off-Road Enthusiast
2,005,194	Romantic Homes
	Street Trucks
	Tactical World
3,432,491	The World of Rods
85/751,378	Ultimate Diesel Builders Guide



