

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390993

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKRAM MEDIA LLC		07/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CRUZ BAY PUBLISHING, INC.		
Street Address:	300 CONTINENTAL BLVD.		
Internal Address:	SUITE 650		
City:	EL SEGUNDO		
State/Country:	CALIFORNIA		
Postal Code:	90245		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2261248	CLIMBING	
Registration Number:	2239935	CLIMBING	
Registration Number:	4058633	CLIMBING	
CORRESPONDENCE DATA			
Fax Number:	7346231625		
<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:	734-623-1698		
Email:	nzemgulis@dickinsonwright.com		
Correspondent Name:	JOHN C. BLATTER		
Address Line 1:	350 S. MAIN ST.		
Address Line 2:	SUITE 300		
Address Line 4:	ANN ARBOR, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	27932-2		
NAME OF SUBMITTER:	John C. Blattner		
SIGNATURE:	/John C. Blattner/		
DATE SIGNED:	07/11/2016		
Total Attachments: 12			

OP \$90.00 2261248

source=27932-2_Assignment#page1.tif
source=27932-2_Assignment#page2.tif
source=27932-2_Assignment#page3.tif
source=27932-2_Assignment#page4.tif
source=27932-2_Assignment#page5.tif
source=27932-2_Assignment#page6.tif
source=27932-2_Assignment#page7.tif
source=27932-2_Assignment#page8.tif
source=27932-2_Assignment#page9.tif
source=27932-2_Assignment#page10.tif
source=27932-2_Assignment#page11.tif
source=27932-2_Assignment#page12.tif

AGREEMENT TO ASSIGN TRADEMARKS AND DOMAIN NAMES

THIS AGREEMENT TO ASSIGN TRADEMARKS AND DOMAIN NAMES (this "Agreement") is made as of July 1, 2016 (the "Effective Date"), by and between SKRAM MEDIA LLC, a Delaware limited liability company (the "Assignor") and CRUZ BAY PUBLISHING, INC., a Delaware corporation (the "Assignee").

RECITALS

WHEREAS, Assignor, Assignee and all of the members of Assignor are parties to an Asset Purchase Agreement, dated as of the Effective Date (the "Purchase Agreement"), pursuant to which Assignee acquired "Climbing", and certain other magazines and thematic publications aimed at outdoor enthusiasts who climb, run, bike, ski or paddle, together with other assets from Assignor (the "Acquisition"); and

WHEREAS, Assignor is the owner of and has adopted and used or intends to use those trademarks, and registered trademarks listed on Exhibit A attached hereto (all such marks and applications and the registrations therefor are herein collectively referred to as the "Trademarks"); and

WHEREAS, Assignor is the owner of registrations for the internet domain names listed on Exhibit B attached hereto (herein referred to as the "Domain Names"); and

WHEREAS, Assignee desires to acquire the Trademarks and the Domain Names, together with the goodwill associated therewith, from Assignor; and

WHEREAS, Assignor is willing to transfer to Assignee the Trademarks and the Domain Names, together with the goodwill associated therewith.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Assignor warrants and represents, that (i) , to its knowledge, Assignor owns of all right, title and interest in and to the Trademarks and the Domain Names, (ii) Assignor has the full right and power to enter into this Agreement, (iii) , to its knowledge, no other person or entity has any security interest in the Trademarks or the Domain Names, (iv) Assignor has made no prior assignment of the Trademarks or the Domain Names, (v) no other person or entity is licensed to use the Trademarks or the Domain Names, and (vi) Assignor and its predecessors in interest have not received any claims of infringement or demands for cessation of use of the Trademarks or the Domain Names from third parties.

2. For and in consideration of the agreements set forth herein, Assignor hereby assigns, transfers and sets over to Assignee all of its right, title and interest in the Trademarks and the Domain Names, and the goodwill associated with the Trademarks and the Domain Names.

3. Concurrent with the execution and delivery of this Agreement, Assignor shall execute and deliver in recordable form an assignment of the Trademarks in the form of Exhibit C attached hereto.

4. Immediately upon execution of this Agreement, Assignor shall cease all use of the Trademarks, Domain Names, and any other confusingly similar marks or names.

5. Assignor hereby agrees to execute any further documents and to take further action reasonably necessary to effect the foregoing assignments, and to establish the ownership of record, of the Trademarks, the Domain Names and their associated applications and registrations to Assignee or its nominees, successors, and assigns, at the sole cost and expense of Assignor. Assignee will prepare any individual recordable assignment documents as required and will forward them to Assignor, which will arrange to have them executed by the authorized personnel of Assignor, and whenever required, will further arrange to have them duly notarized and legalized. Assignor will pay the official charges it incurs in effecting such notarization and/or legalization.

6. If either party to this Agreement breaches any of the covenants contained herein, the breaching party shall, upon written notice of the breach, be given thirty (30) days after receipt of written notice (or, if the breach is not susceptible to remedy within thirty (30) days, then such longer period as is reasonably necessary) within which to remedy the breach.

7. All notices, requests and other communications required or authorized to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been given or submitted (i) when delivered by hand or facsimile to the address or facsimile number set forth below, or (ii) five (5) days after the date deposited in the mail, in registered or certified form, first class, postage prepaid, addressed as follows:

If to Assignor: Skram Media LLC
c/o Felix Magowan
2950 Vassar Drive
Boulder, CO 80305-5739
Email: fmagowan@pocketventuresllc.com
Phone: (303) 443-4360

If to Assignee: Cruz Bay Publishing, Inc.
300 N. Continental Blvd.
El Segundo, CA 90245
Attn: Efrem Zimbalist III
Facsimile: (310) 356-4130

With a copy to: Dickinson Wright PLLC
500 Woodward Avenue, Suite 4000
Detroit, MI 48226
Attn: Richard M. Bolton, Esq.
Facsimile: (313) 223-3598

or to such other address as either party may hereafter specify from time to time by notice to the other party.

8. In the event of a breach of this Agreement, Assignor acknowledges that recovery of damages will not be a sufficient legal remedy for Assignee, and Assignor agrees that Assignee will be entitled to specific performance of the Agreement in accordance with the principles of equity, and shall be entitled to costs and counsel fees, in addition to other remedies to which Assignee may be entitled.

9. This Agreement, in all respects, shall be subject to and governed and construed under the laws of the State of Michigan, the United States of America, in the same manner and effect as contracts entered into and to be wholly performed within the territorial limits of the state.

10. Each and every provision of this Agreement is severable and invalidity of one or more provisions shall not, in any way, affect the validity of this Agreement or any of its provisions unless the whole object of this Agreement is hereby frustrated.

11. This Agreement contains the entire understanding between the parties with respect to the subject matter of the Agreement and shall inure to the benefit of and be binding upon the parties and their respective successors and assigns who shall be affirmatively bound to the Agreement. No modifications, change or waiver of any of the provision of the Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

SKRAM MEDIA LLC,
a Delaware limited liability company

By: 

Name: MARK CROWTHER

Title: MANAGING MEMBER

ASSIGNEE:

CRUZ BAY PUBLISHING, INC.,
a Delaware corporation

By: _____

Name: Brian Sellstrom

Its: Executive Vice President

[ACKNOWLEDGEMENT PAGE FOLLOWS]

[Assignment of Trademarks and Domain Names]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first written above.

ASSIGNOR:

SKRAM MEDIA LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

ASSIGNEE:

CRUZ BAY PUBLISHING, INC.,
a Delaware corporation

By: _____

Name: Brian Sellstrom

Its: Executive Vice President

[ACKNOWLEDGEMENT PAGE FOLLOWS]

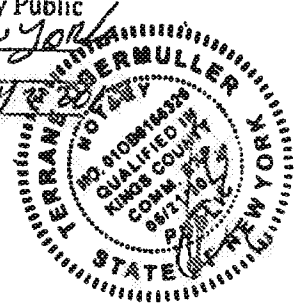
[Assignment of Trademarks and Domain Names]

ACKNOWLEDGEMENT

State of NEW YORK)
County of KINGS)

The foregoing instrument was acknowledged before me on this 29 day of JUNE, 2016 by MARK CLEWELL, the MANAGING MEMBER of Skram Media LLC, to me known to be the person described herein and acknowledged that he/she executed the same as his/her free act and deed on behalf of Skram Media LLC.

[Signature]
_____, Notary Public
Kings County, State of New York
Acting in the County of Kings
My commission expires: 0 May 2017



State of _____)
County of _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by Brian Sellstrom, the Executive Vice President of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said corporation.

_____, Notary Public
_____ County, State of _____
Acting in the County of _____
My commission expires: _____

{Assignment of Trademarks and Domain Names - Acknowledgment}

ACKNOWLEDGEMENT

State of _____)
County of _____)

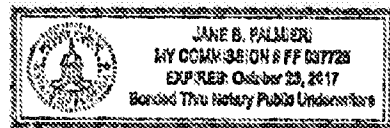
The foregoing instrument was acknowledged before me on this ____ day of _____, 20__ by _____, the _____ of Skram Media LLC, to me known to be the person described herein and acknowledged that he/she executed the same as his/her free act and deed on behalf of Skram Media LLC.

_____, Notary Public
_____ County, State of _____
Acting in the County of _____
My commission expires: _____

State of Florida)
County of Broward)

The foregoing instrument was acknowledged before me on this 23 day of May, 2016, by Brian Sellstrom, the Executive Vice President of Cruz Bay Publishing, Inc., a Delaware corporation, to me known to be the person described herein and acknowledged that he executed the same as his free act and deed on behalf of said corporation.

Jane B. Palmieri
JANE B. PALMIERI Notary Public
Broward County, State of Florida
Acting in the County of Broward
My commission expires: _____



[Assignment of Trademarks and Domain Names – Acknowledgment]

EXHIBIT A
TRADEMARKS

Trademark	U.S. Trademark Registration No.	Registration Date
Climbing ¹	2,261,248	July 13, 1999
Climbing ²	2,239,935	April 13, 1999
Climbing	4,058,633	November 22, 2011

¹ In international class 16 covering magazines, book series and calendars in the field of climbing.

² In international class 42 covering on-line computer magazines available via a site on the worldwide web and devoted to the interests of climbing enthusiasts.

³ In international class 16 for print magazines and websites with editorial and advertising covering the sport of climbing.

EXHIBIT B
DOMAIN NAMES

Domain Name	Registrar	Expires	Registrant
<u>www.climbing.com</u> (live site)			Skram Media LLC
<u>www.climbingmag.com</u> (live site)			Skram Media LLC

EXHIBIT C
TRADEMARK ASSIGNMENT

See Attached.

TRADEMARK ASSIGNMENT

WHEREAS, Skram Media LLC, a Delaware limited liability company ("Assignor"), is the owner of and has adopted and used those trademarks listed below (all such marks being the "Trademarks"), and is the owner of the following applications and/or registrations in the United States Patent and Trademark Office (the "Registrations"):

Trademark	U.S. Trademark Registration No.	Registration Date
Climbing	2,261,248	July 13, 1999
Climbing	2,239,935	April 13, 1999
Climbing	4,058,633	November 22, 2011

WHEREAS, Cruz Bay Publishing, Inc., a Delaware corporation, with offices at 300 Continental Blvd., Suite 650, El Segundo, California 90245 ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the Trademarks and the Registrations, as well as all associated goodwill, as successor to the business of the Assignor to which the Trademarks relate.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by each party, Assignor hereby assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks and the Registrations, together with the goodwill of the business associated with the Trademarks and the Registrations.

Executed on the 29 day of June, 2016.

SKRAM MEDIA LLC

By: 

Name: MARK CROWTHER

Title: MANAGING MEMBER

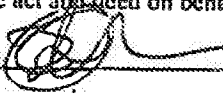
[ACKNOWLEDGEMENT PAGE FOLLOWS]

ACKNOWLEDGEMENT

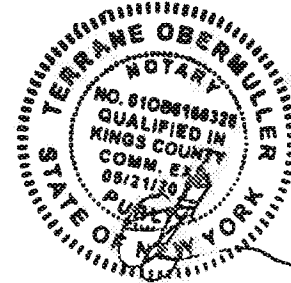
State of NEW YORK)

County of KINGS)

The foregoing instrument was acknowledged before me on this 29 day of JUNE, 2016 by MARK C. BROWN, the MANAGER of Skram Media LLC, a Delaware limited liability company, to me known to be the person described herein and acknowledged that he/she executed the same as his/her free act and deed on behalf of Skram Media LLC.



_____, Notary Public
Kings County, State of NEW YORK
Acting in the County of Kings
My commission expires: MAY 21 2019



[Trademark Assignment - Acknowledgment]