

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM402674

<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>
Say Media, Inc.		10/23/2015	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Time Inc.		
<b>Street Address:</b>	225 Liberty Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10281		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4074198	XOJANE	
<b>Registration Number:</b>	4506981	XOVAIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125223383		
<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>Phone:</b>	2125223383		
<b>Email:</b>	tipto@timeinc.com		
<b>Correspondent Name:</b>	JENNIFER CHUNG		
<b>Address Line 1:</b>	225 Liberty Street		
<b>Address Line 2:</b>	5th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10281		
<b>NAME OF SUBMITTER:</b>	Jennifer Chung		
<b>SIGNATURE:</b>	/Jennifer Chung/		
<b>DATE SIGNED:</b>	10/20/2016		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of October 23, 2015, is made by Say Media, Inc. ("**Seller**"), a Delaware corporation, located at 180 Townsend Street, San Francisco, California 94205, in favor of Time Inc. ("**Buyer**"), a Delaware corporation, located at 1271 Avenue of the Americas, New York, New York 10020, the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of October 23, 2015 (the "**Asset Purchase Agreement**"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following, collectively the "**Assigned IP**":

- (a) all Intellectual Property set forth on Schedule 1 hereto;
- (b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default.

2. Recordation and Further Actions.

(a) Seller hereby authorizes and requests the competent authorities including the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this IP Assignment upon request by Buyer.

(b) Following the date hereof, upon Buyer's request, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths,

exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Limited Power of Attorney. Seller hereby appoints Buyer as the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of Seller to do all such acts and things in relation to the matters set forth in Section 2(a) of this IP Assignment as Buyer shall reasonably deem desirable. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this IP Assignment as of the date first above written.

**SELLER: SAY MEDIA, INC.**

By: 

Name: Matthew Sanchez

Title: CEO

Address for Notices:

180 Townsend Street

San Francisco, California 94205

**BUYER: TIME INC.**

By: \_\_\_\_\_

Name: Jeffrey J. Bairstow

Title: EVP & CFO

Address for Notices:

1271 Avenue of the Americas


New York, New York 10020

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this IP Assignment as of the date first above written.

**SELLER: SAY MEDIA, INC.**

By: \_\_\_\_\_  
Name: Matthew Sanchez  
Title: CEO  
Address for Notices:  
180 Townsend Street  
San Francisco, California 94205

**BUYER: TIME INC.**

By:  \_\_\_\_\_  
Name: Jeffrey J. Bairstow  
Title: EVP & CFO  
Address for Notices:  
1271 Avenue of the Americas  
New York, New York 10020

## SCHEDULE 1

1. All data, content and material on or related to xojane.com and xovain.com, including but not limited to the following current and historical, published and unpublished materials: editorial content, video content, photography, archival material, database content, Seller Data, User Data, site performance data and analytics, user surveys, metadata, and marketing and sales materials, in each case in a format acceptable to Buyer.
2. The following registered trademarks and trademark applications and all other trademarks, common law trademark rights, service marks and logos owned by Seller and used in the conduct of the Business:
  - a. U.S. Trademark No. 4074198 for xojane
  - b. U.S. Trademark No. 4506981 for xovain
  - c. Australian Trademark No. 1532200 for xovain
  - d. Canadian Trademark Application No. 1607944 for xovain
  - e. European Community Trademark No. 011441714 for xovain
3. The following domain names and each other domain name owned by Seller and used, or held for use, in the Business that contains any of the terms "jane," "vain," "vane," "xo" or "ox":
  - a. ithappenedtome.com
  - b. jane.io
  - c. oxjane.com
  - d. oxjane.net
  - e. oxjane.org
  - f. xojane.ca
  - g. xojane.co.uk
  - h. xojane.com
  - i. xojane.com.au
  - j. xojane.net
  - k. xojane.org
  - l. xova.in
  - m. xovain.ca

- n. xovain.co.uk
- o. xovain.com
- p. xovain.com.au
- q. xovane.com

- 4. All graphic design files used exclusively by the Business including, but not limited to, xoJane and xoVain logo files, design files, and PSD files
- 5. Original photography image database developed for the Business.
- 6. All of Seller's rights, including contractual rights, agreements and arrangements evidencing or supporting Seller's right, title and interest in and to the Intellectual Property Assets.