

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM402881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
F+W Media, Inc.		10/14/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Caribou Media Group, LLC		
Street Address:	224 Kingsbury Grade		
City:	Stateline		
State/Country:	NEVADA		
Postal Code:	89448		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2131629	STANDARD CATALOG OF	
Registration Number:	2004207	WARMAN'S	
Registration Number:	2685479	WARMAN'S	
CORRESPONDENCE DATA			
Fax Number:	7603222107		
<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:	760-322-2275		
Email:	sandoval@sbemp.com		
Correspondent Name:	Simone E. Sandoval		
Address Line 1:	1800 E Tahquitz Canyon Way		
Address Line 4:	Palm Springs, CALIFORNIA 92262		
NAME OF SUBMITTER:	Simone E. Sandoval		
SIGNATURE:	/Simone E. Sandoval/		
DATE SIGNED:	10/21/2016		
Total Attachments: 5			
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TRADEMARK LICENSE AGREEMENT

This LICENSE AGREEMENT is made this 14th day of October, 2016, by and between F+W Media, Inc., a Delaware corporation having an address at 10151 Carver Road, Cincinnati, Ohio 45242 ("Licensor") and Caribou Media Group, LLC, a Nevada limited liability company having an address at 224 Kingsbury Grade, Stateline, Nevada, 89448 ("Licensee").

WHEREAS, Licensor is the owner of all right, title, and interest in and to the trademark STANDARD CATALOG OF used with a variety of terms according to the subject matter, and is the owner of all right title, and interest in and to the trademark WARMAN'S, as more specifically identified in Exhibit A attached hereto (the "Licensed Marks");

WHEREAS, pursuant to an Asset Purchase Agreement of even date (the "Purchase Agreement"), the parties have agreed to enter into this Trademark License Agreement;

WHEREAS, Licensee wishes to obtain a royalty-free license to use the Licensed Marks in connection with the goods listed in Exhibit B attached hereto, as well as in connection with new titles that conform to the standards of the current titles in style, font, subject matter, and content, including without limitation those deemed approved and listed in Exhibit C hereto (and, together with the goods listed in Exhibit B, the "Licensed Goods"); and

WHEREAS, Licensor wishes to grant such a license.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties agree as follows:

1. **License:** Licensor grants to Licensee a royalty-free, fully-paid-up, non-exclusive license (provided, however, that the license is exclusive with respect to the Licensed Goods), without right to sublicense except to Affiliates, to use the Licensed Marks in connection with the Licensed Goods, in any publication format, subject to the terms and conditions of this Trademark License Agreement. Licensee shall submit to Licensor any prospective additional titles in connection with which it wishes to use the Licensed Marks. Licensor shall have the right to approve or disapprove such titles, such approval not to be unreasonably withheld. Any title not expressly disapproved within ten (10) business days shall be deemed approved.
2. **Territory:** The License granted herein shall be in effect throughout the United States and Canada. At no time shall Licensee seek to register any of the Licensed Marks or any similar marks in its own name in any country. Should Licensee wish to offer the Licensed Goods in any country outside the Territory, Licensee shall so notify Licensor, and Licensor may consent to seek, at the expense of Licensee, registration of the Licensed Mark in Licensor's own name

IN WITNESS WHEREOF, the undersigned have executed this Trademark License Agreement by their duly authorized representatives.

F+W Media, Inc.

By: 

Title: CEO

Date: 9/30/16

Carlton Media Group, LLC

By: 

Title: ~~Manager~~ Wayne L. Prim, Jr., President

Date: 10/12/16

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EXHIBIT A

Licensed Marks

Trademark	Reg. No.	Country
STANDARD CATALOG OF	TMA577035	Canada
STANDARD CATALOG OF	2,131,629	United States
WARMAN'S	2,004,207	United States
<i>Warman's</i>	2,685,479	United States

EXHIBIT B

Licensed Goods

Trademark	Licensed Goods
STANDARD CATALOG OF	<p>Printed or digital (or other reproductions of content) price-value guides and reference books for collectors and hobbyists in the field of firearms, namely:</p> <p><i>Standard Catalog of Handguns</i></p> <p><i>Standard Catalog of Rifles & Shotguns</i></p> <p><i>Standard Catalog of Military Firearms</i></p> <p><i>Standard Catalog of Colt Firearms</i></p> <p><i>Standard Catalog of Ruger Firearms</i></p> <p><i>Standard Catalog of Winchester Firearms</i></p> <p><i>Standard Catalog of Remington Firearms</i></p> <p><i>Standard Catalog of Browning Firearms</i></p> <p><i>Standard Catalog of Civil War Firearms</i></p>
WARMAN'S	<p>Books (including digital or other reproductions of content) and price guides relating to collectible firearms, namely:</p> <p><i>Warman's Collectible Firearms Field Guide</i></p>
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	<i>Warman's Collectible Firearms Field Guide</i>
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