

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406177

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Time Inc.		11/21/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Vertical Media Solutions Inc.		
Street Address:	225 Liberty Street		
Internal Address:	5th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10281		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86764811	THEDRIVE	
Serial Number:	87056183	EXTRA CRISPY	
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:	2125223383		
Email:	TIPTO@timeinc.com		
Correspondent Name:	JENNIFER CHUNG		
Address Line 1:	225 Liberty Street		
Address Line 2:	5th Floor		
Address Line 4:	New York, NEW YORK 10281		
NAME OF SUBMITTER:	Jennifer Chung		
SIGNATURE:	/Jennifer Chung/		
DATE SIGNED:	11/21/2016		
Total Attachments: 4			
source=Time VMS assignment#page1.tif			
source=Time VMS assignment#page2.tif			
source=Time VMS assignment#page3.tif			

CH \$65.00 86764811

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of November 21, 2016, is made between Time Inc., a Delaware Corporation ("Assignor"), and its wholly-owned subsidiary, Vertical Media Solutions Inc., a Delaware Corporation ("Assignee"), the owner and operator of certain Intellectual Property assets.

WHEREAS, Vertical Media Solutions Inc. is a wholly-owned subsidiary of Time Inc., incorporated on July 22, 2015, and has been using, under the control of Time Inc., certain Intellectual Property in connection with the production, promotion and operation of certain products, projects, events and platforms, including but not limited to certain websites (including but not limited to www.extracrispy.com and www.thedrive.com);

WHEREAS, prior to the incorporation of Vertical Media Solutions Inc. and up to the present date, Time Inc. claimed trademark ownership rights of certain Intellectual Property currently owned and operated by Vertical Media Solutions Inc., identifying Time Inc. as the owner-of-record before Vertical Media Solutions Inc. had been incorporated, and subsequently, inadvertently identifying Time Inc. as the owner-of-record;

WHEREAS, Time Inc. 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, in order to clarify the owner-of-record for Intellectual Property owned and used by Vertical Media Solutions Inc.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the parties agree as follows:

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

- (a) all Intellectual Property set forth below:
 - a. EXTRA CRISPY, including all related domain names; and
 - b. THE DRIVE, including all related domain names.
- (b) all rights of any kind whatsoever of Assignor 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) Assignor 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 Assignee.

(b) Following the date hereof, upon Assignee's request, Assignor will take such steps and actions, and provide such cooperation and assistance to Assignee 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 Assignee, or any assignee or successor thereto.

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

4. 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.

5. 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.

6. 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.

TIME INC.

By: [Signature]
Name: KEVIN TANG
Title: ASSISTANT SECRETARY
Address for Notices:
Time Inc.
225 Liberty Street
New York, NY 10281
Attention: General Counsel

State of New York

County of New York

On this 21st day of November, 2016 before me, the undersigned notary public, personally appeared KEVIN K. TANG, proved to me through satisfactory evidence of identification, which was PERSONAL KNOWLEDGE, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

[Signature]
Notary Public

THOMAS J. SCHOPPER
Notary Public, State of New York
No. 01SC8005198
Qualified in New York County
Commission Expires April 6, 2018

My commission expires April 6, 2018

IN WITNESS WHEREOF, I, Jennifer Chung, hereby declare
(Printed Name of Witness)

that I was personally present and did see Kevin Tang duly sign and execute the assignment.

[Signature]

Date: 11/21/2016

VERTICAL MEDIA SOLUTIONS INC.

By: _____

Name: Daniel Carey

Title: Assistant Treasurer

Address for Notices:

Vertical Media Solutions Inc.
225 Liberty Street
New York, NY 10281
Attention: General Counsel

[Signature page to Intellectual Property Assignment Agreement]