

900387449 12/19/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM409419

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gordon Brothers Commercial and industrial, LLC		09/12/2016	Corporation: Limited Liability Company
RECEIVING PARTY DATA			
Name:	Hoffman Media, LLC		
Street Address:	1900 International Parkway		
Internal Address:	Suite 50		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	Corporation: DELAWARE Limited Liability Company <i>LF 12/21/2016</i>		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2657525	COOKING.COM	
Registration Number:	2522993		
CORRESPONDENCE DATA			
Fax Number:	2054886274		
<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:	2055218274		
Email:	lfriedman@bradley.com		
Correspondent Name:	Linda Friedman		
Address Line 1:	1819 5th Avenue North		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Linda Friedman		
SIGNATURE:	/Linda Friedman/		
DATE SIGNED:	12/19/2016		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is entered into as of September 12, 2016, by and between Gordon Brothers Commercial and Industrial LLC, a Delaware limited liability company, located at Prudential Tower, 800 Boylston Street, 27th Floor, Boston, MA 02199 ("Assignor") and Hoffman Media, LLC, a Delaware limited liability company, located at 1900 International Parkway, Suite 50, Birmingham, AL 35243 (the "Assignee"). Each of Assignor and Assignee are referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Assignor and Assignee are parties to that certain letter agreement dated as of September 12, 2016 (the "Letter Agreement") pursuant to which the Assignee has agreed to acquire, and the Assignor has agreed to assign, certain Assets of the Assignor to Assignee.

WHEREAS, the Letter Agreement provides that Assignor will assign certain Assets directly to Assignee on the Closing Date.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined in this Assignment will have the same meaning as such terms have in the Letter Agreement.

2. **Assignment.** Assignor hereby sells, conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the Proprietary Rights listed in Appendix A hereto, together with all goodwill associated therewith and all trademark registrations, applications and renewals in connection therewith, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation of the foregoing, with the right to sue for and collect the same.

3. **Subject to Letter Agreement.** This Assignment is subject to all the terms and conditions of the Letter Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Letter Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Letter Agreement, the terms and conditions of the Letter Agreement shall control.

4. **Counterparts.** This Assignment may be executed simultaneously in counterparts, including counterparts bearing a facsimile (or other electronic transmission including email of a "pdf" signature) and signature copy, each of which shall be deemed an original but all of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other. The parties hereto intend that a facsimile signature (or other signature transmission including email of a "pdf" signature) copy of this Assignment shall have the same force and effect as an original signature.


5. **Governing Law.** This Assignment and any controversy related to, arising directly or indirectly out of, caused by, or resulting from this Assignment shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Alabama.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the date first set forth above.

ASSIGNEE:

Hoffman Media, LLC

By: 
Name: Eric Hoffman
Title: President & COO

ASSIGNOR:

**Gordon Brothers Commercial and
Industrial LLC**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have duly executed this Assignment as of the date first set forth above.

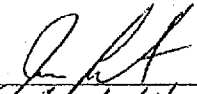
ASSIGNEE:

Hoffman Media, LLC

By: _____
Name: _____
Title: _____

ASSIGNOR:

**Gordon Brothers Commercial and
Industrial LLC**

By: 
Name: Jim Lightburn
Title: Senior Managing Director

[Signature Page to Trademark Assignment]

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TRADEMARK
REEL: 005941 FRAME: 0383

APPENDIX A

TRADEMARKS, INCLUDING REGISTRATIONS THEREOF, AND ASSOCIATED GOODWILL

Jurisdiction	Mark	Application No.	Application Date	Registration No.	Registration Date
United States	COOKING.COM	75/518,494	July 14, 1998	2,657,525	December 10, 2002
United States	Cooking.com Coil Design	75/517,046	July 10, 1998	2,522,993	December 25, 2001
Canada	COOKING.COM	1019821	June 18, 1999	TMA550024	August 21, 2001
Canada	Cooking.com Coil Design	1019823	June 18, 1999	TMA542789	March 21, 2001

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