

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410038

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vance Publishing Corporation		12/08/2015	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Bobit Business Media, Inc.		
Street Address:	3520 Challenger Street		
City:	Torrance		
State/Country:	CALIFORNIA		
Postal Code:	90503		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3424919	BEAUTY SCHOOL ADVISOR	
Registration Number:	3706448	CHOOSE BEAUTY	
Registration Number:	3178479	FIRSTCHAIR	
Registration Number:	2549165	MEMO	
Registration Number:	1249807	MODERN SALON	
Registration Number:	3318268	MODERN SALON	
Registration Number:	3292834	MODERN SALON MEDIA	
Registration Number:	1305010	SALON TODAY	
Registration Number:	4224377	SALON TODAY	
Registration Number:	2364257	SALONS OF THE YEAR	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<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:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		

CH \$265.00 3424919

ATTORNEY DOCKET NUMBER:	00201.01.0001
NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	12/22/2016

Total Attachments: 6

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IP ASSIGNMENT

THIS IP ASSIGNMENT (this "Agreement") is made as of December 8, 2015, by and among Vance Publishing Corporation, a New York corporation (the "Company"), Vance Communications Canada, ULC, an Alberta unlimited liability company ("Company Subsidiary") and, together with the Company, the "Assignors"), and Bobit Business Media, Inc., a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of November 30, 2015, (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Agreement is required under the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, Assignors hereby sell, assign, transfer, convey and deliver to Assignee all of Assignors' right, title and interest in and to Assignors' owned and licensed Intellectual Property related exclusively to the Salon Segment, including, without limitation, the copyrights and copyright applications and registrations set forth on Schedule A, the trademarks and trademark applications and registrations set forth on Schedule B (including, without limitation, the goodwill associated therewith, including that portion of the business to which each mark pertains, and all common law rights associated therewith) and the domain names and domain name registrations set forth on Schedule C, together with the right to sue and collect for past, present and future infringement or other unauthorized use thereof, free and clear of all Liens. The parties acknowledge that this Agreement constitutes a Transfer in Ownership pursuant to the Copyright Act of 1976, 17 U.S.C. § 201(d) and that, once executed, the Assignees shall have the exclusive rights to reproduce, distribute, transmit, adapt, publicly display, publicly perform and to otherwise utilize, exploit, license and/or assign the copyrights to any third party.

2. Allocation. Notwithstanding anything to the contrary contained herein, the Assignors shall not be shall not have any Liability to any of the Purchaser Parties with respect either to the division of any of the Purchased Assets or any of the Assumed Liabilities among the Purchasers.

3. Conflict with the Purchase Agreement. This Agreement is made in accordance with and subject to the Purchase Agreement, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations,

warranties, covenants or obligations of the parties contained in the Purchase Agreement or the survival or expiration thereof.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless the severance of such provision would be in opposition to the parties' intent with respect to such provision.

5. Amendments. Any provision of this Agreement may be amended or waived only in a writing signed by the Assignors and the Assignee.

6. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission.

7. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Exhibits and Schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR THE ESCROW AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

8. No Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

* * * * *

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNORS:

VANCE PUBLISHING CORPORATION

By: Margaret Walker

Name: Margaret Walker

Title: President & COO

VANCE COMMUNICATIONS CANADA, ULC

By: Margaret Walker

Name: Margaret Walker

Title: President & COO

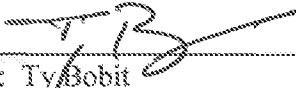
[Signature Page to Bobit Business Media, Inc. IP Assignment]

TRADEMARK
REEL: 005950 FRAME: 0198

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNEE:

BOBIT BUSINESS MEDIA, INC.

By: 
Name: Ty Bobit
Title: President & CEO

[Signature Page to Bobit Business Media, Inc. IP Assignment]

TRADEMARK
REEL: 005950 FRAME: 0199

SCHEDULE B
TRADEMARKS

U.S. Trademarks			
Owner Name	Registration or Application Number	Description	Notes
Vance Publishing Corp.	3424919	BEAUTY SCHOOL ADVISOR	
Vance Publishing Corp.	3706448	CHOOSE BEAUTY	
Vance Publishing Corp.	3178479	FIRSTCHAIR	
Vance Publishing Corp.	3770357	INSIDETHESPA.COM	
Vance Publishing Corp.	2549165	MEMO	
Vance Publishing Corp.	1249807	MODERN SALON	
Vance Publishing Corp.	3318268	MODERN SALON	
Vance Publishing Corp.	3292834	MODERN SALON MEDIA	
Vance Publishing Corp.	3734034	PROBEAUTYSEARCH.COM	
Vance Publishing Corp.	1305010	SALON TODAY	
Vance Publishing Corp.	4224377	SALON TODAY	
Vance Publishing Corp.	2364257	SALONS OF THE YEAR	
Vance Publishing Corp.	6280929	SALON TODAY	China