

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIBYT, LLC		03/16/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Advance Magazine Publishers Inc.		
Street Address:	One World Trade Center		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10007		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5069409	RIBYT	
Registration Number:	4333985	PROMO2OOLS	
Registration Number:	4333983	PROMO2OOLS	
CORRESPONDENCE DATA			
Fax Number:	2123817070		
<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:	2123817070		
Email:	egisolfi@sabinfirm.com		
Correspondent Name:	Eric Gisolfi		
Address Line 1:	One World Trade Center		
Address Line 4:	New York, NEW YORK 10007		
NAME OF SUBMITTER:	Eric Gisolfi		
SIGNATURE:	/eric gisolfi/		
DATE SIGNED:	03/17/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 16, 2017 (the "Effective Date"), is between Ribyt, LLC, a Delaware limited liability company ("Assignor"), and Advance Magazine Publishers Inc., a New York corporation ("Assignee"). Assignor and Assignee are sometimes herein referred to collectively as the "Parties." Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined herein).

WHEREAS, the Parties have entered into that certain Asset Purchase Agreement, dated as of March 16, 2017 (the "Purchase Agreement"), pursuant to which Assignee has acquired from Assignor certain of its assets, including certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement and this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby assigns, conveys and transfers unto Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;

(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, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Actions. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall 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 reasonably necessary to effect, evidence or

perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The Parties hereto acknowledge and agree that this Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. Counterparts. This 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 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 Assignment.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, United States of America without giving effect to any choice or conflict of law provision or rule.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed and delivered this Trademark Assignment as of the Effective Date.

RIBYT, LLC

By:  _____

Name: Eric Murphy
Title: CEO

ADVANCE MAGAZINE PUBLISHERS INC.

By: _____

Name:
Title:

IN WITNESS WHEREOF, the parties have executed and delivered this Trademark Assignment as of the Effective Date.


RIBYT, LLC

By: _____
Name:
Title:

ADVANCE MAGAZINE PUBLISHERS INC.

By:  _____
Name: David Geithner
Title: Vice President

Schedule 1

Country	Mark	Reg. No.	Reg. Date
United States	RIBYT	5,069,409	October 25, 2016
United States	Promo2ools	4,333,985	May 14, 2013
United States		4,333,983	May 14, 2013