

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lumina Media, LLC		04/19/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Belvoir Media Group, LLC		
Street Address:	535 Connecticut Avenue		
City:	Norwalk		
State/Country:	CONNECTICUT		
Postal Code:	06854		
Entity Type:	Limited Liability Company: CONNECTICUT		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	1687840	CAT FANCY	
Registration Number:	2372458	CAT FANCY	
Registration Number:	1699011	DOG FANCY	
Registration Number:	2474182	DOG FANCY	
Registration Number:	3290168	CAT FANCY	
Registration Number:	3293321	DOG FANCY	
Registration Number:	3658772	CATSTER	
Registration Number:	3092359	CATSTER: HERE KITTY KITTY	
Registration Number:	2923333	DOGSTER	
Registration Number:	3089438	DOGSTER: FOR THE LOVE OF DOG	
Registration Number:	4354133	CATSTER	
Registration Number:	4354132	CATSTER	
Registration Number:	3680418	DOGSTER	
Registration Number:	4882882	DOGSTER	
Registration Number:	4882886	CATSTER	
CORRESPONDENCE DATA			
Fax Number:	8668507498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-883-4909
Email: adivino@cozen.com, tmdocketing@cozen.com
Correspondent Name: Amy F. Divino, Cozen O'Connor
Address Line 1: 277 Park Avenue, 20FL
Address Line 4: New York, NEW YORK 10172

ATTORNEY DOCKET NUMBER:	404540
NAME OF SUBMITTER:	Amy F. Divino
SIGNATURE:	/AFD/
DATE SIGNED:	05/15/2017

Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment Agreement") is made as of April 19, 2017, by and between LUMINA MEDIA, LLC (f/k/a I-5 Publishing, LLC), a Delaware limited liability company ("Assignor"), and BELVOIR MEDIA GROUP, LLC, a Connecticut limited liability company ("Assignee"). Capitalized terms not otherwise defined in this Assignment Agreement will have the meanings given to them in the Purchase Agreement (as defined in Recital A below).

Recitals

A. Assignee and Assignor are parties to an Asset Purchase and Sale Agreement dated as of even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, and Assignee has agreed to purchase, the Assets.

B. This Assignment Agreement is being executed and delivered pursuant to the Purchase Agreement.

Agreement

NOW, THEREFORE, for the consideration described in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and sets over to Assignee, its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest, whether statutory or at common law, in and to all trademarks, trademark applications, and trademark registrations set forth on **Exhibit A**, attached hereto (the "Trademarks"), together with all related common law rights and the goodwill of the business connected with the use of and symbolized by the Trademarks, in the United States of America and throughout the world, and in and to all legal equivalents of the Trademarks in foreign countries to the extent any such rights exist in foreign countries.

2. Assignor and Assignee acknowledge and agree that certain Trademarks are registered under the name of I-5 Publishing, LLC ("I-5") and certain other Trademarks are registered under the name of Bowtie Inc. ("Bowtie"), and Assignor represents and warrants that such registrations under the name of I-5 and Bowtie do not prevent Assignor from assigning, transferring and setting over to Assignee the Trademarks.

3. Assignor hereby covenants, without further consideration, that Assignor shall take all actions and execute all documents necessary to record and perfect the interest of Assignee in and to the Trademarks and to perform all other lawful acts which Assignee may reasonably request in writing to make this assignment of the Trademarks, and shall not enter into any agreement in conflict with this Assignment Agreement.

4. In the event of any conflict or inconsistency between the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and remain in full force and effect. This Assignment Agreement is solely for the benefit of the parties hereto and no provision of this Assignment Agreement shall be deemed to confer upon third parties any

remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this Assignment Agreement.

[Signatures Page to Follow]

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

ASSIGNOR:

LUMINA MEDIA, LLC

By: *Keith Walter*
Name: Keith Walter
Title: Chief Executive Officer

ASSIGNEE:

BELVOIR MEDIA GROUP, LLC

By: *Philip L Penny*
Name: Philip L. Penny
Title: Chief Operating Officer

24399896.3

[Signature Page to Assignment of Trademarks]

EXHIBIT A
TRADEMARKS

Trademark	Country	Registration #	Registration Date
Cat Fancy	US	1,687,840	5/19/1992
Cat Fancy	US	2,372,458	8/1/2000
Dog Fancy	US	1,699,011	7/7/1992
Dog Fancy	US	2,474,182	7/31/2001
Cat Fancy	US	3,290,168	9/11/2007
Dog Fancy	US	3,293,321	9/18/2007
Catster	US	3,658,772	7/21/2009
Catster: Here Kitty Kitty	US	3,092,359	5/16/2006
Dogster & Design	US	2,923,333	2/1/2005
Dogster: For the Love of Dog	US	3,089,438	5/9/2006
Catster & Design (Bold Logo)	US	4,354,133	6/18/2013
Catster & Design (Script Logo)	US	4,354,132	6/18/2013
Dogster	US	3,680,418	9/8/2009
Dogster	US	4,882,882	1/5/2016
Catster	US	4,882,886	1/5/2016
Cat Fancy	MX	16412	2/28/2007
Dog Fancy	MX	16411	2/28/2007
Cat Fancy	EU	953703	10/13/1998
Dog Fancy	EU	953737	10/13/1998
Dog Fancy (in English)	CN	5232195	6/21/2009
Dog Fancy (Chinese Translation)	CN	5232186	6/21/2009
Cat Fancy (in English)	CN	5232196	6/21/2009
Cat Fancy (Chinese Translation)	CN	5232187	6/21/2009
Cat Fancy	CA	TMA523805	2/24/2000
Dog Fancy	CA	TMA523845	2/25/2000