

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM433943

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Men's Journal LLC		06/30/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Weider Publications, LLC		
<b>Street Address:</b>	4 New York Plaza		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87204132	NATIONAL DAY OF ADVENTURE	
<b>Serial Number:</b>	75340024	MEN'S JOURNAL	
<b>Serial Number:</b>	75340025	MEN'S JOURNAL	
<b>Serial Number:</b>	76288458	MENSJOURNAL	
<b>Serial Number:</b>	76298126	MIND & BODY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2016786305		
<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>			
<b>Phone:</b>	201-525-6305		
<b>Email:</b>	dgold@coleschotz.com		
<b>Correspondent Name:</b>	David S. Gold, Esq., Cole Schotz P.C.		
<b>Address Line 1:</b>	Court Plaza North, 25 Main Street		
<b>Address Line 4:</b>	Hackensack, NEW JERSEY 07601		
<b>NAME OF SUBMITTER:</b>	David S. Gold		
<b>SIGNATURE:</b>	/David S. Gold/		
<b>DATE SIGNED:</b>	07/06/2017		
<b>Total Attachments: 6</b>			
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## ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Agreement") is made and entered into effective as of June 30, 2017, by and between Men's Journal LLC, a limited liability company organized under the laws of the State of Delaware with its principal place of business at 1290 Avenue of the Americas, New York, New York 10104 ("Assignor"), and Weider Publications, LLC, a limited liability company organized under the laws of the State of Delaware with its principal place of business at 4 New York Plaza, New York, New York 10004 ("Assignee"). Assignor and Assignee shall each be a "Party", and collectively, the "Parties".

WHEREAS, Assignor and Assignee are each a party to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has agreed to acquire substantially all of the assets and rights of the Assignor necessary for the operation of, used in and related to the Business, including those associated with the Assigned Marks (as defined below);

WHEREAS Assignor is the owner of the trademark registrations and applications and common law trademarks set forth in Exhibit 1 and incorporated herein by reference ("Assigned Marks"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to, among other things, transfer to Assignee the Assigned Marks, including the common law rights, registrations, applications and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Purchase Agreement, the mutual promises of the Parties hereto and the mutual benefits to be gained by the performance hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignment. Assignor does hereby assign unto Assignee all right, title and interest in and to the Assigned Marks, together with, without limitation, all associated goodwill and common law rights appurtenant thereto, and all rights of action and remedies for past, present and future infringements of any of the Assigned Marks.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee. The Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be reasonably necessary or reasonably requested by the Assignee in writing, including the execution of any documents, files, registrations, or other similar items, in order to ensure that the Assigned Marks are properly assigned to Assignee and to document and record with the appropriate governmental authorities the aforesaid assignment and transfer.

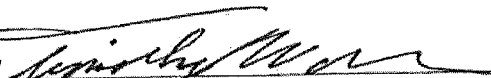
3. Rights under Assignment; Conflicts. Each of Assignee and Assignor, by its execution of this Agreement, hereby acknowledges that the rights and remedies of each Party under the Purchase Agreement will not be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this instrument. To the extent the terms and provisions of this Agreement conflict with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.
4. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
5. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect in the manner set forth in Section 13.8 and Section 13.9 of the Purchase Agreement.
6. Counterparts. This Agreement may be executed in two (2) or more counterparts, including by electronic transmission in PDF format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

Men's Journal LLC

By



Name: Timothy M. Walsh

Title: Vice President, Secretary and Treasurer

Weider Publications, LLC

By: \_\_\_\_\_

Name: Eric Klee

Title: Executive Vice President

*[Signature Page to Trademark Assignment]*


**TRADEMARK**  
**REEL: 006099 FRAME: 0155**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

Men's Journal LLC

By \_\_\_\_\_  
Name: Timothy M. Walsh  
Title: Vice President, Secretary and Treasurer








Weider Publications, LLC

By:  \_\_\_\_\_  
Name: Eric Klee  
Title: Executive Vice President

*[Signature Page to Trademark Assignment]*

**Exhibit 1**

**Trademarks**

Country	Mark	Class	Status	App #	File Date	Reg #	Reg Date
BENELUX	MEN'S JOURNAL (stylized) 	16	REGISTERED	807578	12/07/1993	542318	12/07/1993
CANADA	MEN'S JOURNAL (Stylized) 	16, 41	REGISTERED	1169442	02/27/2003	747881	09/17/2009
FRANCE	MEN'S JOURNAL (stylized) 	16	REGISTERED	93/496129	12/10/1993	93496129	12/10/1993
MEXICO	MEN'S JOURNAL (stylized) 	16, 28	REGISTERED	190616	02/10/1994	455394	12/10/1994
SOUTH AFRICA	MEN'S JOURNAL (Stylized) 	16	REGISTERED	2004/05734	04/15/2004	2004/05734	02/21/2008
USA	National Day of Adventure (block)	16, 35, 41	PENDING	87204132	10/14/16		
USA	MEN'S JOURNAL (Block)	16	REGISTERED	75340024	07/25/1997	2165985	06/16/1998
USA	MEN'S JOURNAL (Stylized) 	16	REGISTERED	75340025	07/25/1997	2165986	06/16/1998
USA	MENSJOURNAL (Stylized) 	42	REGISTERED	76288458	07/20/2001	2600881	07/30/2002

Country	Mark	Class	Status	App #	File Date	Reg #	Reg Date
USA	MIND & BODY (Stylized)  <b>Mind Body</b>	16	REGISTERED	76298126	08/11/2001	2619152	09/10/2002