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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM460881 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Mode Media (assignment for the benefit of creditors), LLC		01/13/2017	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	Brideclick, Inc.
Street Address:	315 West 36th Street, 7th Fl., Rm. 51
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3641353	GLAM
Registration Number:	3998707	TINKER
Registration Number:	4342819	BRASH
Registration Number:	4390693	TEND

CORRESPONDENCE DATA

Fax Number: 2122026491

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.

Phone: (212) 508-6739
Email: prutzman@thsh.com
Correspondent Name: L. Donald Prutzman
Address Line 1: 900 Third Avenue

Address Line 2: Suite 1200

Address Line 4: New York, PENNSYLVANIA 10022

ATTORNEY DOCKET NUMBER:	22674.01
NAME OF SUBMITTER:	L. Donald Prutzman
SIGNATURE:	/LD Prutzman/
DATE SIGNED:	02/05/2018

Total Attachments: 60

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is entered into as of January 13, 2017 by and between Mode Media (Assignment for the Benefit of Creditors), LLC, a California limited liability company (the "Assignor") and Brideclick, Inc., a New York corporation (the "Assignee").

WHEREAS, by unanimous written consent of the the board of directors of Mode Media Corporation, a Delaware corporation ("Company"), and with the consent of the shareholders of the Company, on September 19, 2016, the Company, in accordance with the assignment for benefit of creditors laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Assignor, and in so doing has also designated Assignor to act as the assignee for the benefit of creditors of the Company (the "General Assignment"), each of which is attached hereto in Exhibit 1;

WHEREAS, pursuant to the terms of the General Assignment Agreement between the Company and the Assignor, all of the Company's rights, title and interest in its assets were assigned to the Assignor, including the Company's trademarks and trademark applications (the "*Trademarks*");

WHEREAS, Assignor, Assignee and certain other parties entered into an Asset Purchase Agreement as of January 7, 2017 (the "*APA*") pursuant to which, among other things, the Assignor agreed to transfer all of its rights, title and interest in the Trademarks, to Assignee;

WHEREAS, Assignor and Assignee desire to memorialize the transfer of the Trademarks and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to this Agreement, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the transactions contemplated by the APA, including those set forth in **Schedule A** hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks.

[Signature page follows]

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment Agreement to be signed by its duly authorized officer as of the date first written above.

ASSIGNOR:

Mode Media (Assignment for the benefit of Creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Mode Media Corporation

By:	NUVVI.	
Name:	MILKASU + MAIDA	
Title:	h/sp-	
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ASSIG1	NEE:	
BRIE	DECLICK, INC.	
m		
By:	•••••	
Name		
Title		

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IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment Agreement to be signed by its duly authorized officer as of the date first written above.

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Mode Media (Assignment for the benefit of Creditors), LLC, in its sole and limited capacity as the assignee for the benefit of creditors of Mode Media Corporation

Ву:			
Name:			
Title:			

ASSIGNEE:

BRIDECLICK, INC.

Exhibit 1

General Assignment and Related Authorizations

GENERAL ASSIGNMENT

This Assignment is made as of the 20th day of September, 2016, by Mode Media Corporation, a Delaware corporation, with offices at 2000 Sierra Point Parkway, 11th Floor, Brisbane, CA 94005 hereinafter referred to as "Assignor", to Mode Media (assignment for the benefit of creditors), LLC, a California limited liability company, hereinafter referred to, along with any successors and assigns, as "Assignee".

RECITALS

WHEREAS, Assignor has determined that, based upon its business prospects, entering into this Assignment is in the best interests of the Assignor's creditors; and

WHEREAS, Assignor believes that Assignee is well qualified to efficiently administer the Assignment for the benefit of the Assignor's creditors;

NOW, THEREFORE, for valuable consideration, the receipt of which is duly acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment of Assets.

- (a) Assignor, for and in consideration of the covenants and agreements to be performed by Assignee, as hereinafter contained, and for good and valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, convey and transfer to Assignee, its successors and assigns, in trust, for the benefit of Assignor's creditors generally, all of the property of Assignor of every kind and nature and wheresoever situated, both real (but not facility lease arrangements) and personal, and any interest or equity therein not exempt from execution, including, but not limited to, all that certain stock of merchandise, equipment, furniture, fixtures, accounts, books, cash on hand, cash in bank, deposits, patents, copyrights, trademarks and trade names and all associated goodwill, source codes, software, and related documentation, insurance policies, and choses in action that are legally assignable, together with the proceeds of any existing non-assignable choses in action that may hereafter be recovered or received by Assignor. Assignor agrees to execute such additional documents as shall be necessary to accomplish the purposes of this Assignment.
- (b) This Assignment specifically includes and covers all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Treasury Department or any other taxing agency, and Assignor agrees to sign and execute power of attorney or such other documents as required to enable Assignee to file and prosecute, compromise and/or settle, all such claims before the Internal Revenue Service, U.S. Treasury Department or any other taxing or other Governmental agency.
- (c) Assignee is to receive said property, conduct said business, should it deem it proper, and is hereby authorized at any time after the signing hereof by Assignor to sell and dispose of said property upon such time and terms as it may see fit, and is to pay to creditors of Assignor pro rata, the net proceeds arising from the conducting of said business and sale and

GENERAL ASSIGNMENT

disposal of said property, after deducting all moneys which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment, and all expenses, including a reasonable fee to Assignee and its attorneys.

- 2. <u>Payment of Fees</u>. Assignee shall be entitled to be paid the fees and recover the costs set forth in the Compensation and Expense Reimbursement Agreement dated as of the date hereof between the Assignor and the Assignee (the "Fee Letter").
- 3. Appointment of Agents. Assignee is authorized and empowered to appoint and compensate such agents, field representatives and/or attorneys and/or accountants as it may deem necessary, and such agents and/or field representatives shall have full power and authority to open bank accounts in the name of Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such other acts and to execute such papers and documents in connection with this Assignment as Assignee may consider necessary or advisable.
- Certain Acknowledgments Regarding Transfer. Assignor acknowledges that certain of the assets being assigned under this General Assignment may be subject to restrictions on the use or transfer of such assets, the unauthorized use or transfer of which may result in further damages or claims. Such assets may include, without limitation, intellectual property rights of the Assignor (e.g., trade names, service names, registered and unregistered trademarks and service marks and logos; internet domain names; patents, patent rights and applications therefor, copyrights and registrations and applications therefor, software and source code (and software licenses with respect thereto); customer lists and customer information; know-how, trade secrets, inventions, discoveries, concepts, ideas, methods, processes, designs, formulae, technical data, drawings, specifications, data bases and other proprietary assets (collectively, Assignor represents and warrants that its officers, directors, "Intellectual Property")). shareholders, employees, agents, customers and other third parties have been advised not to use, remove or cause a transfer (other than pursuant to this General Assignment) of any of the assets of Assignor, including without limitation the Intellectual Property, either prior or subsequent to this General Assignment, except as expressly authorized in writing in advance, which written authorization is not inconsistent with or otherwise may constitute a breach of any other written agreement. Except as authorized in writing, which has been disclosed in writing to Assignee, Assignor further represents and warrants that no asset (including, without limitation, the Intellectual Property) has been transferred, used, or removed, in whole or in part, in a manner that interferes with the rights and interests of a third party(les) in such asset or otherwise may constitute a breach of any contract with such third party(ies).
- 5. <u>Representations and Warranties of the Assignor</u>. Assignor represents and warrants to Assignee that as of the date hereof:
- (a) Assignor has all requisite power and authority to execute, deliver and perform its obligations under this Assignment, including, without limitation, to transfer the property transferred to the Assignee hereby;

- (b) the execution, delivery and performance by the Assignor of this Assignment has been duly authorized by all necessary corporate and other action and does not and will not require any registration with, consent or approval of, or notice to or action by, any person (including any governmental authority) in order to be effective and enforceable;
- (c) this Assignment constitutes the legal, valid and binding obligation of the Assignor, enforceable against it in accordance with their respective terms; and
- (d) all claims for wages, expense reimbursements, benefits and other compensation with priority over the Assignor's other creditors pursuant to California Code of Civil Procedure § 1204 accrued or otherwise arising prior to the date hereof have been satisfied in full.
- 6. Resignation and Replacement of Assignee. The Assignee may resign and be discharged from its duties hereunder at any time; provided that such resignation shall not become effective until a successor Assignee has been appointed by the resigning Assignee and such successor has accepted its appointment in writing delivered to the resigning Assignee. Any successor Assignee appointed hereunder shall execute an instrument accepting such appointment hereunder and shall deliver one counterpart thereof to the resigning Assignee. Thereupon such successor Assignee shall, without any further act, become vested with all the estate, properties, rights, powers, trusts, and duties of his predecessor in connection with the Assignment with like effect as if originally named therein, but the resigning Assignee shall nevertheless, when requested in writing by the successor Assignee, execute and deliver an instrument or instruments conveying and transferring to such successor Assignee all of the estates, properties, rights, powers and trusts of such resigning Assignor in connection with the Assignment, and shall duly assign, transfer, and deliver to such successor Assignee all property and money held by it hereunder.
- 7. <u>Limitation of Liability</u>. Assignor acknowledges that Assignee is acting solely as Assignee in connection with this Assignment and not in its personal capacity. As a result, Assignor expressly agrees that Assignee, its members, officers and agents shall not be subject to any personal liability whatsoever to any person in connection with the affairs of this Assignment, except for its own misconduct knowingly and intentionally committed in bad faith. No provision of this Agreement shall be construed to relieve the Assignee from liability for its own misconduct knowingly and intentionally committed in bad faith, except that:
- (a) The Assignee shall not be required to perform any duties or obligations except for the performance of such duties and obligations as are specifically set forth in this Assignment, and no implied covenants or obligations shall be read into this Assignment against the Assignee.
- (b) In the absence of bad faith on the part of the Assignee, the Assignee may conclusively rely, as to the truth, accuracy and completeness thereof, on the statements and certificates or opinions furnished to the Assignee by the Assignor and conforming to the requirements of this Assignment.

- (c) The Assignee shall not be liable for any error of judgment made in good faith.
- (d) The Assignee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with a written opinion of legal counsel addressed to the Assignee.

In connection with the foregoing, the assignment estate shall defend, indemnify and hold the Assignee and its past and present officers, members, managers, directors, employees, counsel, agents, attorneys, parent, subsidiaries, affiliates, successors and assigns, including without limitation Sherwood Partners, Inc. (collectively, the "Indemnified Persons") harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, charges, expenses and disbursements (including reasonable attorneys' fees and costs) of any kind or nature whatsoever which may at any time be imposed on, incurred by, or asserted against any such Indemnified Person in any way relating to or arising out of this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including, without limitation, with respect to any investigation, litigation or proceeding related to or arising out of any of the foregoing, whether or not any Indemnified Person is a party thereto, and including, without limitation, any other Indemnified Claims (defined below), provided, that the assignment estate shall have no obligation hereunder to any Indemnified Person with respect to indemnified claims to the extent resulting from the willful misconduct or gross negligence of any Indemnified Person. The foregoing indemnification shall survive any termination of this General Assignment or the transactions contemplated hereby. For purposes hereof, "Indemnified Claims" means any and all claims, demands, actions, causes of action, judgments, obligations, liabilities, losses, damages and consequential damages, penalties, fines, costs, fees, expenses and disbursements (including without limitation, fees and expenses of attorneys and other professional consultants and experts in connection with investigation or defense) of every kind, known or unknown, existing or hereafter arising, foreseeable or unforeseeable, which may be imposed upon, threatened or asserted against, or incurred or paid by, any Indemnified Person at any time and from time to time, because of, resulting from, in connection with, or arising out of any transaction, act, omission, event or circumstance in any way connected with this General Assignment, the Fee Letter, any other document contemplated by or referred to herein or therein, the transactions contemplated hereby or thereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, including but not limited to economic loss, property damage, personal injury or death in connection with, or occurring on or in the vicinity of, any assets of the assignment estate through any cause whatsoever, any act performed or omitted to be performed under this General Assignment, any other document contemplated by or referred to herein, the transactions contemplated hereby, or any action taken or omitted by any Indemnified Person under or in connection with any of the foregoing, any breach by Assignor of any representation, warranty, covenant, agreement or condition contained herein or in any other agreement between Assignor and Assignee.

8. Reliance.

- (a) The Assignee may rely and shall be protected in acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.
- (b) The Assignee may consult with legal counsel to be selected by it, and the Assignee shall not be liable for any action taken or suffered by it in accordance with the advice of such counsel.
- (c) Persons dealing with the Assignee shall look only to the assignment estate to satisfy any liability incurred by the Assignee in good faith to any such person in carrying out the terms of this Assignment, and the Assignee shall have no personal or individual obligation to satisfy any such liability.
- 9. <u>Headings</u>. The headings used in this Assignment are for convenience only and shall be disregarded in interpreting the substantive provisions of this Assignment.
- 10. <u>Forwarding of Mail</u>. Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.
- 11. <u>Counterparts</u>. This Assignment agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.
- 12. Attorneys fees and costs. Except as set forth in the Fee Letter, the parties agree that each of them shall bear its own legal costs and expenses in connection with the negotiation, drafting, execution or enforcement of this Assignment.
- 13. Entire Agreement. This Assignment and the Fee Letter contain the entire agreement of the parties hereto with respect to the matters covered and the transactions contemplated hereby, and no other agreement, statement, representation, warranty or promise made prior hereto or contemporaneously herewith by any party hereto, or any employee, officer, agent, or attorney of any party hereto shall be valid or binding or relied upon by any party as an inducement to enter into, or as consideration for, this Assignment.
- 14. Governing Law. This General Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles.
- 15. Severability. In case any provision of this General Assignment shall be invalid, illegal or unenforceable, such provision shall be severable from the remainder of this General Assignment and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 16. Cooperation. Each party cooperated in the drafting of this General Assignment and therefore this General Assignment shall not be construed more strictly against any of the parties.

General Assignment

- 17. Time is of the Essence. Time is of the essence in the performance of and conditions set forth in this General Assignment.
- 18. No Adequate Remedy at Law. Each party hereto acknowledges and agrees that damages will not adequately compensate the other party for a breach of the terms of this General Assignment and that, as such, each party shall be entitled to specific performance of this General Assignment.

IN WITNESS WHEREOF the parties hereunder set their hands the day and year first above written.

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MODE MEDIA CORPORATION a Delaware Corporation, Assignor

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Mode Media (assignment for the benefit of creditors), LLC, a California limited liability company, Assignce

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Action by Unanimous Written Consent of the Board of Directors of Mode Media Corporation

The undersigned, constituting the entire Board of Directors (the "Board") of Mode Media Corporation (the "Company"), a Delaware Corporation, acting by written consent in lieu of a meeting pursuant to Section 141 of the Delaware General Corporation Law and Section 3.10 of the Bylaws of the Company, hereby adopts the following resolutions, with the same force and effect as if adopted at a duly constituted meeting of the Board of Directors of the Company:

BE IT RESOLVED that the officers and directors of the Company be, and each of them hereby is, designated representatives of the Company ("Designated Representatives") for the purposes set forth herein and are hereby authorized and directed by the directors of the Company to make an assignment ("General Assignment") of all assets of the Company to Mode Media (assignment for the benefit of creditors), LLC, ("Assignee"), a California limited liability company, for the pro rata benefit of all creditors of the Company, and that said Designated Representative is hereby authorized and directed to execute a General Assignment containing such provisions as may be agreed upon between such Designated Representative and Assignee, and such Designated Representative is also authorized and directed to execute and deliver to Assignee, such other deeds, assignments, and agreements as may be necessary to carry this resolution into effect;

FURTHER RESOLVED that as consideration for serving as Assignee of all of the assets of the Company, the Company agrees that Assignee shall receive a fee in the amount of of the assets monetized and reimbursement of all expenses (including a cost allocation for Assignee employee time devoted to the assignment) incurred in connection with the General Assignment, and is authorized to employ and compensate such agents, field representatives and/or attorneys and/or accountants as Assignee may deem necessary;

FURTHER RESOLVED that Assignee be, and hereby is, authorized to execute and file and prosecute on behalf of the Company all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Company, and any one Designated Representative be, and hereby is, authorized and directed to make, execute and deliver in favor of such person as may be designated by the Assignee for the benefit of creditors, a power of attorney on the regular printed form thereof used by the United Stated Treasury Department so as to authorize said attorney-in-fact to process any tax claims forward on behalf of the Company;

FURTHER RESOLVED, that any actions heretofore or hereafter taken by the officers or directors of the Company in connection with the matters

referred to in the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects;

FURTHER RESOLVED, that the Designated Representatives be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, as the case may be, to take any and all further actions and to execute and deliver such further agreements, documents and instruments as they deem necessary or desirable to carry out the intent and purposes of the foregoing resolutions.

This Consent may be signed in counterparts, each counterpart being deemed an original and all counterparts together being deemed one and the same document

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date set forth below.

Date:	September 19, 2016	Jam WVL
		James P. McVeigh
		Andreas Rittstieg
		Amit Shafrir
		Martin Weiss

referred to in the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects;

FURTHER RESOLVED, that the Designated Representatives be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, as the case may be, to take any and all further actions and to execute and deliver such further agreements, documents and instruments as they deem necessary or desirable to carry out the intent and purposes of the foregoing resolutions.

This Consent may be signed in counterparts, each counterpart being deemed an original and all counterparts together being deemed one and the same document

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date set forth below.

Date: September 19, 2016

Andreas Ratistieg

Amit Shafrir

Martin Weiss

referred to in the foregoing resolutions are hereby approved, adopted, ratified and confirmed in all respects;

FURTHER RESOLVED, that the Designated Representatives be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Company, as the case may be, to take any and all further actions and to execute and deliver such further agreements, documents and instruments as they deem necessary or desirable to carry out the intent and purposes of the foregoing resolutions.

This Consent may be signed in counterparts, each counterpart being deemed an original and all counterparts together being deemed one and the same document

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date set forth below.

Date:	September 19, 2016		
		James P. McVeigh	
		Andreas Rittstieg	
		Amit Shafrir	
		Annt Sharii	
		Martin Weiss	

ACTION BY WRITTEN CONSENT IN LIEU OF A MEETING OF THE STOCKHOLDERS OF

MODE MEDIA CORPORATION

Pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware (the "General Corporation Law") and Section 2.12 of the Bylaws of Mode Media Corporation (the "Company"), the undersigned, being holders of at least two-thirds of the aggregate number of outstanding shares of Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series F-1 Preferred Stock, Series F-2 Preferred Stock and Series F-3 Preferred Stock of the Company, do hereby consent in writing to the adoption of the resolution set forth below without the holding of a meeting, such resolution to have the same force and effect as if duly adopted at a meeting of the stockholders which was duly called and held in accordance with Section 211 of the General Corporation Law.

WHEREAS, Article IV, Section 6(a)(i) of the Company's Restated Certificate of Incorporation (the "Restated Charter") provides that as long as any shares of Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock, Series D-1 Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series F-1 Preferred Stock, Series F-2 Preferred Stock or Series F-3 Preferred Stock of the Company are outstanding, the Company shall not consummate any Liquidation Event (as defined in the Restated Charter) without first obtaining the approval of the holders of at least two-thirds of such outstanding shares of Series B Preferred Stock, Series C Preferred, Stock, Series D Preferred Stock, Series D-1 Preferred Stock, Series E Preferred Stock, Series F Preferred Stock, Series F-1 Preferred Stock, Series F-2 Preferred Stock and Series F-3 Preferred Stock (voting together as a single class and not as a separate series and on an as-converted basis) which approval shall include the shares of the Company's preferred stock held by or for Burda GmbH as long as Burda GmbH owns at least 50% of the outstanding shares of Series F-1 Preferred Stock; and

WHEREAS, the Board of Directors of the Company has authorized and directed the officers of the Company to make an assignment ("General Assignment") of all assets of the Company to Mode Media (assignment for the benefit of creditors), LLC, a California limited liability company ("Assignee"), for the pro rata benefit of all creditors of the Company;

WHEREAS, such General Assignment constitutes a "Liquidation Event" under the Restated Charter;

NOW, THEREFORE, BE IT RESOLVED, that the undersigned do hereby consent to the General Assignment of all of the assets of the Company to the Assignee, as assignee for the benefit of creditors of the Company.

1

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Accel IX L.F.	<u>210,246</u>
By: Accel IX Associates L.L.C.	Number of Shares of Common Stock Held of Record
Its General Partner-Docusioned by:	
By: Tracy L. Sedlock	
	Number of Shares of Series A Preferred Stock Held of Record
Title: Attorney in Fact	24,399,877
	Number of Shares of Series B Preferred Stock Held of Record
Date:	3,895,434
	Number of Shares of Series C Preferred Stock Held of Record
Accel IX Strategic Partners L.P.	1,487,489
By: Accel IX Associates L.L.C.	Number of Shares of Series D Preferred Stock Held of Record
Its General Partner—Docusigned by:	
By: Tracy L. Sedlock	
81628F97F6044DC	Number of Shares of Series D-1 Preferred Stock Held of Record
Title: Attorney in Fact	
	Number of Shares of Series E Preferred Stock Held of Record
Date:	
	Number of Shares of Series F Preferred Stock Held of Record
Accel Investors 2005 L.L.C.	
DocuSigned by:	Number of Shares of Series F-1 Preferred Stock Held of Record
By: Tracy L. Sedlock	
8162BF97F6044DC	Number of Shares of Series F-2 Preferred Stock Held of Record
Title: Attorney in Fact	
	Number of Shares of Series F-3 Preferred Stock Held of Record
Date:	

SIGNATURE PAGE TO STOCKHOLDERS' CONSENT

Burda GmbH

Name of Stockholder

rillo: manain directo

Date: 19 Sept. 2016

Number of Shares of Common Stock Held of Record

Number of Shares of Series A Preferred Stock Held of Record

Number of Shares of Series B Preferred Stock Held of Record

Number of Shares of Series C Preferred Stock Held of Record

Number of Shares of Series D Preferred Stock Held of Record

Number of Shares of Series D-1 Preferred Stock Held of Record

Number of Shares of Series E Preferred Stock Held of Record 2,392,628

Number of Shares of Series F Preferred Stock Held of Record 97, 663, 003

Number of Shares of Series F-1 Preferred Stock Held of Record 10,101,010

Number of Shares of Series F-2 Preferred Stock Held of Record 43,589,744

DLD	Ventures	GmbH

Name of Stockholder

By: / Maryenberger

Date: 19 Sept. 2016

11.184,821

Number of Shares of Common Stock Held of Record

Number of Shares of Series A Preferred Stock Held of Record 298,638

Number of Shares of Series B Preferred Stock Held of Record

Number of Shares of Series C Preferred Stock Held of Record 155,633

Number of Shares of Series D Preferred Stock Held of Record

Number of Shares of **Series D-1 Preferred Stock** Held of Record 1.640,348

Number of Shares of Series E Preferred Stock Held of Record 2,392,631

Number of Shares of Series F Preferred Stock Held of Record

Number of Shares of Series F-1 Preferred Stock Held of Record

Number of Shares of Series F-2 Preferred Stock Held of Record

Sixth	Floor	Productions	: GmbH
CHALLE	TIVUL	I I OUULIONS	, (ТІПІТТІ

Name of Stockholder

By: M. W. Wonzer Sh.

Date: 19 Sept. 2016

1,009,180

Number of Shares of Common Stock Held of Record

Number of Shares of Series A Preferred Stock Held of Record

Number of Shares of Series B Preferred Stock Held of Record

Number of Shares of Series C Preferred Stock Held of Record

Number of Shares of Series D Preferred Stock Held of Record

Number of Shares of Series D-1 Preferred Stock Held of Record

Number of Shares of Series E Preferred Stock Held of Record

Number of Shares of Series F Preferred Stock Held of Record

Number of Shares of Series F-1 Preferred Stock Held of Record

Number of Shares of Series F-2 Preferred Stock Held of Record

Draper Fisher Jurvetson	
Fund VII, L.P.	860,948
Name of Spockholder By:	Number of Shares of Common Stock Held of Record
John Fisher	Number of Shares of Series A Preferred Stock Held of Record
Title: Managing Director	19,848,155
	Number of Shares of Series B Preferred Stock Held of Record
Date:	3,169,768
	Number of Shares of Series C Preferred Stock Held of Record
	1,480,770
	Number of Shares of Series D Preferred Stock Held of Record
	Number of Shares of Series D-1 Preferred Stock Held of Record
	Number of Shares of Series E Preferred Stock Held of Record
	Number of Shares of Series F Preferred Stock Held of Record
	Number of Shares of Series F-1 Preferred Stock Held of Record
	Number of Shares of Series F-2 Preferred Stock Held of Record
	Number of Shares of Series F-3 Preferred Stock Held of Record

Draper Fisher Jurvetson	
Partners VII, LLC	12,555
Name of Stockholder By:	Number of Shares of Common Stock Held of Record
John Fisher	Number of Shares of Series A Preferred Stock Held of Record
Title: Managing Member	289,451
	Number of Shares of Series B Preferred Stock Held of Record
Date:	46,226
	Number of Shares of Series C Preferred Stock Held of Record
	21,595
	Number of Shares of Series D Preferred Stock Held of Record
	Number of Shares of Series D-1 Preferred Stock Held of Record
	Number of Shares of Series E Preferred Stock Held of Record
	Number of Shares of Series F Preferred Stock Held of Record
	Number of Shares of Series F-1 Preferred Stock Held of Record
	Number of Shares of Series F-2 Preferred Stock Held of Record
	Number of Shares of Series F-3 Preferred Stock Held of Record

Draper Associates, L.P.	18.396
Name of Stockholder	Number of Shares of Common Stock Held of Record
Ву:	
Cimothy C. Draper	Number of Shares of Series A Preferred Stock Held of Record
Title: General Partner	537,554
	Number of Shares of Series B Preferred Stock Held of Record
Date:	85,847
	Number of Shares of Series C Preferred Stock Held of Record
	38,403
	Number of Shares of Series D Preferred Stock Held of Record
	Number of Shares of Series D-1 Preferred Stock Held of Record
	Number of Shares of Series E Preferred Stock Held of Record
	Number of Shares of Series F Preferred Stock Held of Record
	Number of Shares of Series F-1 Preferred Stock Held of Record
	Number of Shares of Series F-2 Preferred Stock Held of Record
	Number of Shares of Series F-3 Preferred Stock Held of Record

JABE, LLC	6,621
Name of Stockkolder	Number of Shares of Common Stock Held of Record
By:	
Title: Managing Member	Number of Shares of Series A Preferred Stock Held of Record
	Number of Shares of Series B Preferred Stock Held of Record
Date:	Number of Shares of Series C Preferred Stock Held of Record
	Number of Shares of Series D Preferred Stock Held of Record
	Number of Shares of Series D-1 Preferred Stock Held of Record
	Number of Shares of Series E Preferred Stock Held of Record
	Number of Shares of Series F Preferred Stock Held of Record
	Number of Shares of Series F-1 Preferred Stock Held of Record
	Number of Shares of Series F-2 Preferred Stock Held of Record
	Number of Shares of Series F-3 Preferred Stock Held of Record

Walden VC II, L.P.

Name of Stockholder

By: Cott Berene

Title: M, D,

Date: 9/19/16

42,049

Number of Shares of Common Stock Held of Record

Number of Shares of Series A Preferred Stock Held of Record

11,604,727

Number of Shares of Series B Preferred Stock Held of Record

1,744,846

Number of Shares of Series C Preferred Stock Held of Record

26,902

Number of Shares of Series D Preferred Stock Held of Record

Number of Shares of Series D-1 Preferred Stock Held of Record

Number of Shares of Series E Preferred Stock Held of Record

Number of Shares of Series F Preferred Stock Held of Record

Number of Shares of Series F-1 Preferred Stock Held of Record

Number of Shares of Series F-2 Preferred Stock Held of Record

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, by resolution of the board of directors of Mode Media Corporation, a Delaware corporation ("Mode Media" or "Assignor"), and with the consent of the requisite number of shareholders of Mode Media, on September ______, 2016, Mode Media, in accordance with the assignment for benefit of creditor laws of the State of California, transferred ownership of all of its right, title and interest in and to all of its assets to Mode Media (assignment for the benefit of creditors), LLC, a California limited liability company ("Assignee"), and in so doing has also designated Assignee to act as the assignee for the benefit of creditors of Mode Media (the "General Assignment");

WHEREAS, Assignor and Assignee desire to memorialize the transfer of Assignor's trademarks and related rights to Assignee.

NOW, THEREFORE, BE IT KNOWN, pursuant to the General Assignment, Assignor has conveyed, assigned, transferred, delivered and set over to Assignee, its successors and assigns, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all right, title and interest in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Assignor immediately prior to the consummation of the General Assignment, including those set forth in Schedule A hereto, together with all common law rights therein and the right to sue for past infringement of any and all of said trademarks.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its duly authorized officer as of the date first written above.

talenere tare	dia Corporation
By:	Manuel.
Name:	1 - 2 - 2 - 2 mall
Title:	<u> </u>
LLC, in it	dia (assignment for the benefit of creditors). s sole and limited capacity as the assignce for the definition of creditors of Made Media Corporation M. LINGEN M. 1893
LLC, in it the benef	s sole and limited capacity as the assignce for it of creditors of Mode Media Corporation

Schedule A

Trademarks

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
BRASH	110327,0003,0007	77730765	TM1415	4342819	
Resp.Off.: BO	United States of America	06-May-2009	01-Nov-2011	28-May-2013	28-May-20 X
	Class(es): 38 Int., 39 Int., 41 Int., 43 Int., 44 Int.	44 Int.	Attorne	Attorney(s): RAD JAK	MΔF
	Agent Name:		Agent Ref:	Rej	DF
	Owner: Mode Media Corporation				TRA
GLAM	11032	78981070		7.0003.0008 78981070 3641353 Registered	Registered
Resp.Off.: BO	United States of America	14-Jul-2005		16-Jun-2009	16-Jun-2019
	Class(es): 35 lnt., 38 lnt., 41 lnt., 44 lnt., 45 lnt.	45 Int.	AMOTHE	Attorney(s): RAD JAK	
	Client: Mode Media Corporation		Client	Client Ref: GLAMM-008	
	Agent Name:		Agent Ref.	Ref:	
	Owner: Mode Media Corporation				

Registered 24-Mar-2024	TMA736721 24-Mar-2009 Attorney(s): RAD Client Ref: GLAMM-121 Agent Ref:	"\$&	1378447 09-Jan-2008	Class(es): Client: Glam Media, Inc Agent Name: Owner: Glam Media Canada, Inc	THE NICHE WITHIN THE MASS Resp.Off.: BO
	Attorney(s): RAD JAK Client Ref: GLAMM-123 Agent Ref:	Attorney(s Client Re Agent Re	2013713157	7 1103 Russi 2 Glam	
Registered TRADEMARK	TMA736722 1 24-Mar-2009 24 Attorney(s): RAD JAK Client Ref: GLAMM-122 Agent Ref:		1378449 09-Jan-2008	110327,0003,0122 Canada Class(es): Client: Glam Media, Inc Agent Name: Owner: Glam Media Canada, Inc	B-SCENE MEDIA INC. Resp.Off.: BO
Status Next Renewal	Registration e Number/Date	Publication Number/Date	Trademark List Application Number/Date	Case Number/Subcase Country Name	Wednesday, January 20, 2016 Trademark

REEL: 006266 FRAME: 0042

Trademark BABYWORLD (NOT PROSECUTED BY BINGHAM) Resp.Off.: BO	Case Number/Subcase Country Name M) 110327.0003.0040 European Community	Application Number/Date	Yubication kegistratiin Number/Date Number/Date	Number/Date
	Class(es): Client: Glam Media, Inc.		Atturney Client I	Anurney(s): RAD JAK Client Ref: GLAMM-040
Age	Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	CHRAMM	Agent Ref:	ď.
	Owner: Giant pacous Gividor			
BRASH (NOT PROSECUTED BY BINGHAM) Resp.Off.: BO	110327.0003.0030 European Community	008204497 9 07-Apr-2009		:
	Class(es): 16 Int., 35 Int., 38 Int., 41 Int. Client: Clam Media, Inc.		Attorney Client J	:
Ase	3 6	CHRAMM		11.53
BRASH (NOT PROSECUTED BY BINGHAM) Resp.Off.: BO	110327.0003.0041 020080608862 Germany 19-Sep-2008		Agent Ref:	A = 0 ~
Class(es): 16 Int., 35 Int., 38 Int., 41 Int., 42 Int. Client: Glam Media, Inc.	•	020080608862 19-Sep-2008	Agent I Volume2 09-Jan-2009	

	Attorney(s): RAD JAK Client Ref: GLAMM-034 Agent Ref:		IRAMM	European Community Class(es): Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	Resp.Off.: BO Class(es): Clent: Agent Numer: Owner:
Completed				Owner: Glam Media GMBH 1) 110327.0003.0034	M (NOT PROSECUTED BY BINGHAN
	Attorney(s): RAD JAK Client Ref: GLAMM-058 Agent Ref:			Class(es): 16 Int., 35 Int., 38 Int., 41 Int. Client: Glam Media, Inc. suf Name:	Class(es): Client: Agent Name:
Registered 28-Apr-2019	1009163 28-Apr-2009		1009163 28-Apr-2009		BRASH (NOT PROSECUTED BY BINGHAM) Resp.Off.: BO
TRADE	Agent Ref:	V.	IRAMM	Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	Agent Nas Own
Pendiny	Attorney(s): RAD JAK Client Ref: GLAMM-048	an liki	1812932 29-Apr-2009	110327.0003.0048 India Class(es): 16 Int. Clione: Glam Media Inc.	BRASH (NOT PROSECUTED BY BINGHAM) Resp.Off.: BO Class(e)
Status Next Renewal	Registration te Number/Date	Fublication Number/Dute	Application Number/Date	Case Number/Subcase Country Name	Trademark

FANTASTIC ZERO Resp.Off.: BO Class(es): 035, 038, 042 Client: Glum Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Fantastic Zero GmbH	FANTASTIC ZERO Resp.Off.: BO Class(es): 035, 038, 042 Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Fantastic Zero GmbH	Trademark Case Number/Subcase Country Name Country Name Number/Date BRASH GLAM (not prosecuted by Bingham) Resp.Off.: BO Class(es): 035, 038, 041, 042 Class(es): 035, 038, 041, 042 Class(es): Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH
12 page 4682 17-Mar-2008 Attorney(s): Client Ref: Agent Ref:	12Page23 19-Jan-2011 Attorney(s): Client Ref: Agent Ref:	Publication Number/Date 2009064 21-Dec-2009 Attorney(s): Client Ref:
12 6376511 18 15-Sep-2008 Attorney(s): RAD JAK Client Ref: GLAMM-114 Agent Ref:	9508532 Registered 25-Nov-2012 09-Nov-2020 (ttorney(s): RAD JAK Cttent Ref: GLAMM-113 Agent Ref:	Registration tte Number/Date 008606436 9 12-May-2013 Attorney(s): RAD IAK Client Ref: GLAMM-103 Agent Ref:
Registered 18-Oct-2017		Next Renewal Status Opposed TRADEMARK : 006266 FRAME: 0045

Registered 05-May-2021 (200	i de la companya de l		Owner: Fantastic Zero GmbH	
95	CHEM Rej: CLAWINI-117	Asom Ref:	CHRAMM	Agent Name: BETTINGER SCHREIDER SCHRAMM	
05	Attorney(s): RAD JAK	Attorn		Class(es): 035, 038, 042	
Registered	8	24-Nov-2011	05-May-2011	Int'l Registration - Madrid Agreement / Protocol	Resp.Off.: BO
	1095782	44		110327.0003.0119	FANTASTIC ZERO
		Ø		Owner: Fantastic Zero GmbH	
	Agent Ref:		CHRAMM	Agent Nume: BETTINGER SCHNEIDER SCHRAMM	
[7]	Client Ref: GLAMM-117	Clien		Client: Glam Media, Inc.	
	Attorney(s): RAD JAK	Attorn		Class(es): 035, 038, 042	
30-May-2017	15-Nov-2007	21-Dec-2007	30-May-2007	Germany	Resp.Off.: BO
30734982 Registered	30734982	51	307349829	110327.0003.0117	FANTASTIC ZERO
TR.: 006					
ΑI	•			Owner: Fantastic Zero GmbH	
DE	Agent Ref:	Agen	CHRAMM	Agent Name: BETTINGER SCHNEIDER SCHRAMM	
ΕM	Client Ref: GLAMM-116	Clien		Client: Glam Media, Inc.	
ΑI	Attorney(s): RAD JAK	Attorn		Class(es): 035, 038, 042	
19-Dec-20 K	06-Mar-2008	11-Apr-2008	19-Dec-2007	Germany	Resp.Off.: BO
53 Registered	30782453	೮	307824535	110327.0003.0116	FANTASTIC ZERO
Status Renewal	Registration Number/Date	Publication Number/Date	Application Number/Date	Case Number/Subcase Country Name	Trademark

	Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Fantastic Zero GmbH	IRAMM	Client Ref: Agent Ref:	Client Ref: GLAMM-120 Agent Ref:	TRADE
				1 DOG TOO	Positional
Resp.Off.: BO	Switzerland 05- Class(es): 035, 038, 042 Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM	05-May-2011 IRAMM	24-Nov-2011 Attorney(s): Client Ref: Agent Ref:		05-May-2021
FANTASTIC ZERO	110327,0003,0120		00000000000000000000000000000000000000	959881	Registered
Resp.Off.: BO	Switzerland Class(es): 035, 038, 042 Clions: Glam Media, Inc.	26-Nov-2007	05-Jun-2008 Attorne	8 26-Nov-2007 Attorney(s): RAD JAK Climit Rof: GLAMM-120 CH	26-Nov-2017
	Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Fantastic Zero GmbH	IRAMM		Agent Ref:	

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Status Next Renewal
FANTASTIC ZERO Resp.Off.: BO	110327,0003,0119 United States of America	79104562 05-May-2011	13-Nov-2012	4239760 13-Nov-2012	
	Class(es): 035, 038, 042 Client: Glam Media, Inc.		Attorney Client J	Attorney(s): RAD JAK Client Ref: GLAMM-119 US	
	Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Fantastic Zero GmbH	HRAMM	Agent Ref.		TRADE 006266
FANTASTIC ZERO Resp.Off.: BO	110327.0003.0120 United States of America	79105855 08-Aug-2011	24-Jul-2012	4220003 09-Oct-2012	Registered REEL :
	Class(es): 035, 038, 042 Client: Glam Media, Inc.		Attorney(s): Client Ref:	(ttornep(s): RAD IAK Client Ref: GLAMM-120 US	
	er: I	HRAMM	Agent Kej:		
FZ Resp.Off.: BO	110327.0003.0112 European Community	9508565 09-Nov-2010	19page249 28-Jan-2011	9508565 10-May-2011	Registered 09-Nov-2020
	Class(es): 035, 038, 042 Client: Glam Media, Inc.			Attorney(s): RAD JAK Client Ref: GLAMM-112	
	Owner: Fantastic Zero GmbH	See And See An	i de como actual		

Wednesday, January 20, 2016	Tra	Frademark List			Page: 7
Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
82	110327.0003.0115	1		30782454	-
Resp.Off.: BO	Germany	19-Dec-2007		06-Mar-2008	50
	Class(es): 035, 038, 042		Anomey	Attorney(s): RAD JAK	
	Client: Glam Media, Inc.		Client I	Client Ref: GLAMM-115	
	Agent Name: BETTINGER SCHNEIDER SCHRAMM	CHRAMM	Agent Ref:	če):	
	Owner: Fantastic Zero GmbH		**************************************	ä	RAE
FZ	110327,0003	0118		1092957 Registered	
Resp.Off.: BO	Int'l Registration - Madrid Agreement / Protocol	05-May-2011		05-May-2011	05-May-2021
	Class(es): 035, 038, 042		Attorney	Attorney(s): RAD JAK	
	Client: Glam Media, Inc.		Client I	Client Ref: GLAMM-118	
	Agent Name: BETTINGER SCHNEIDER SCHRAMM	CHRAMM	Agent Ref:	ref.	
	Owner: Fantastic Zero GmbH				
FZ Resp.Off. BO	110327.0003.0118 Switzerland	08-May-2011		1092957 Registered	Registered
	Class(es): 035, 038, 042 Clion: Clion Media Inc		Attorney	Attorney(s): RAD JAK	
	Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Fantastic Zero GmbH	SCHRAMM	Agent Ref:		

REEL: 006266 FRAME: 0049

	302008054691 04-Jun-2009 Attorney(s): RAD JAK Client Ref: GLAMM-044 Agent Ref:	Volume28 10-Jul-2009 Atto Ctt.	3020080546913 21-Aug-2008 CHRAMM	Germany 21- Class(es): 35 int., 38 int., 41 int., 42 int. Client: Glam Media, Inc. Agent Nume: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	GLAM (NOT PROSECUTED BY BINGHAM) Resp.Off.: BO
	Agent Ref:	A.g.	CHRAMM	Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	
	Attorney(s): RAD JAK Client Ref: GLAMM-104	Amo Cli		Class(es): 035, 038, 041, 042 Client: Glam Media, Inc.	
Opposed			008390767 26-Jun-2009	Furopean Community	GLAM (not prosecuted by Bingham) Resp.Off.: BO
		What is a middle of the given in a model of the given		er (1000 km s 1000 km s 10	
	Agent nej	<u>ئ</u> ئۇ	CHICKINIA	Agent vame: Det thyden schwaisen schwainn Owner: Glam Media GMBH	
	Client Ref: GLAMM-033	a Ca	ATTION ASSESSMENT OF THE PROPERTY OF THE PROPE	Client: Glam Media, Inc.	
	Attorney(s); RAD JAK	Atto	<i>21</i>	Class(es):	
0000000000				European Community	Resp.Off.: BO
Completed			- 8	- 3	GLAM (NOT PROSECUTED BY BINGHAM)
Status Next Renewal	Registration Number/Date	Publication Number/Date	Application Number/Date	Case Number/Subcase Country Name	Trademark

Trademark GLAM (NOT PROSECUTED BY BINGHAM)			Publication Registration Number/Date Number/Date	Registration Number/Date	Status Next Renewal Pending Pending
Rep.Off: BO	Class(es):	1942943 29-Mar-2010	Attorney Client I	Attorney(s): RAD JAK Client Ref: GLAMM-050	
	Agem Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	BRAMM	Agent Ref		
GLAM (NOT PROSECUTED BY BINGHAM) Resp.Off.: BO	110327.0003.0060 Int'l Registration - Madrid 13-Apr Agreement / Protocol	13-Apr-2010	1041493 13-Apr-2010	1041493 13-Apr-2010	Registered 13-Apr-2020
	Class(es): 35 Int., 38 Int., 41 Int., 42 Int. Client: Glam Media, Inc.		Attorney Client I	Attorney(s): RAD JAK Client Ref: GLAMM-060	
	Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	HRAMM	Agent Ref		
GLAM BRASH Resp. Off.: BO	110327.0003.0105 European Community	008606361 09-Oct-2009	2009064 21-Dec-2009	008606361 15-hm-2012	Registered 09-Oct-2019
	Class(es): 035, 038, 041, 042 Client: Glam Media, Inc.		:(Shanone)	(ttorney(s): RAD JAK Client Ref: GLANM-105	
	Agent Nume: BETTINGEN SCHNEIDEN SCHNAMM	CTED A PAXA	Client Ref.		

	Ref:	Agent Ref:		<i>Name:</i> <i>Owner:</i> Glam Media GMBH	Agent Name:	
	lttorney(s): RAD JAK Client Ref: GLAMM-025	Attorney(s): Client Ref:		Class(es): 16 lnt. Client: Glam Media, Inc.	Class(e.	
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	Client Ref: GLAMM-003	Client l		Client: Glam Media, Inc.	Clien	
	Attorney(s); RAD JAK	Attorney		Class(es): 35 Int.	Class(e)	
14-Jul-2016	14-Jul-2006		15-Sep-2005	Japan	9	Resp.Off.: BO
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	Client Ref. GLAMM-028	Anomepts): Client Ref:		iss(ex): *1 int. Client: Glam Media, Inc.	Client: Glam
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	Client Ref: GLAMM-027	Client		Client: Glam Media, Inc.	Clien
	Attorney(s): RAD JAK	Attorney); 38 Int	Class(es); 38 int.
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MA FR	Attorney(s): KAD JAN	Attorney		to 35 int	Class(es): 33 int
R A N			28-Oct-2010	China (People's Republic)	Resp.Off.: BO
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GLAM MEDIA (NOT PROSECUTED BY BINGHAM) 110327.0003.0054 Resp.Off.: BO Class(es): Client: Glam Media, Inc. Agent Name: Owner: Glam Media GMBH Agent Ref:	GLAM MEDIA (NOT PROSECUTED BY BINGHAM) Resp.Off.: BO Class(es): Client: Glam Media, Inc. Agent Name: BETTINGER SCHRAMM Owner: Glam Media GMBH Owner: Glam Media GMBH	Trademark Case Number/Subcase Country Name Country Name Number/Date Number/Dat	Trademark List
5441708 30-Sep-2011 <i>Attorney(s):</i> RAD JAK <i>Client Ref:</i> GLAMM-054 <i>Agent Ref:</i>	Completed Attorney(s): RAD JAK Citent Ref: GLAMM-032 Agent Ref:	Dig con 000750 (220	
Registered 30-Sep-2021	Completed	Registered 13-Nov-200K TRADEMARK	Page: 12

Country Name Number/Date Numbe		Client Ref: GLAMM-057	Client Ref.		Client: Glam Media, Inc.	Client
Country Name Number/Date Numbe	20-Jun-2021	17-Aug-2011 1999(s): RAD JAK	Amore		Switzerland s): 16 Int., 35 Int., 38 Int., 41 Int	Resp.Off.: BO Classife
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Case: Number/Date		ney(s): RAD JAK n. Ref: GLAMM-056	Attori Clien	t, 42 Int.	s): 16 Int., 35 Int., 38 Int., 41 Int nt: Clam Media, Inc.	Class(e
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Number/Date Number/Date Number/Date Next R	Fendi			***************************************	110327.0003.0055	GLAM MEDIA (NOT PROSECUTED BY BINGHAM)
Destination Destination	Status Next Renewal		Publication Number/Date		Case Number/Subcase Country Name	Trademark

Owner: Glam Media GMBH

Agent Name: BETTINGER SCHNEIDER SCHRAMM
Owner: Glam Media GMBH

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Z B		Class(es): 035 Class(es): 035 Client: Glan Agent Name: BET Owner: Glan	
HAM) 110327.0003.0046 302 Germany 30- Class(es): 09 Int., 42 Int. Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM	HAM) 110327.0003.0039 European Community Class(es): Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	110327.0003.0109 009 European Community 03- Class(es): 035 Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	Trade Case Number/Subcase Country Name
3020100193387 30-Mar-2010		009636002 03-3an-2011 RAMM	Trademark List Application Number Date
21 28-May-2010 Attorney(s): Client Ref: Agent Ref:	Attorney(s): Client Ref: Agent Ref:	2011042 02-Mar-2011	Publication Number/Date
21 302010019338 Registered 28-May-2010 28-Apr-2010 30-Mar-2020 Attorney(s): RAD JAK Client Ref: GLAMM-046 Agent Ref:	Completed Attorney(s): RAD JAK Client Ref: GLAMM-039 Agent Ref:	.3	Registration Number/Date
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Owner: Glam Media GMBH

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GHAM) 110327.0003.0053 216 Class(es): 35 Int Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	GHAM) 110327.0003.0052 194 India 31- Class(es): 09 Int., 42 Int. Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	Case Number/Subcase App Country Name Number/Subcase Number/Subcase Num Country Name Num Country Name 302 Germany Germany 31: **Class(es): 35 Int.** **Client:** Glam Media, Inc.** **Agent Name:** BETTINGER SCHNEIDER SCHRAMM Owner:** Glam Media GMBH
8612 Jun-2011	3977 Mar-2010	Trademark List Application Number/Date 3020110187274 31-Mar-2011 DER SCHRAMM
Attormey(s); RAD JAK Client Ref: GLAMM-053 Agent Ref:	Attorney(s): RAD Client Ref: GLA! Agent Ref:	Publication Number/Date 33 19-Aug-2011 Attorney(s): Client Ref:
(ttorney(s); RAD JAK Client Ref. GLAMM-053 Agent Ref.	Attorney(5): RAD JAK Client Ref: GLAMM-052 Agent Ref:	Publication Number/Date Number/Date Number/Date 302011018727 19-Aug-2011 Attorney(s): RAD JAK Client Ref: GLAMM-047 Agent Ref:
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	Client Ref:		Client: Glam Media, Inc.	Cit
	Attorney(s): RAD JAK	Int., 43 Int., 44 Int., 45 Int.	Class(es): 35 lint., 38 lint., 39 lint., 41 lint., 42 lint., 43 lint., 44 lint.,	Class(
		16-Dec-2015	Canada	Resp.Off.: BO
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			Owner: Glam Media GMBH	Own
	Agent Ref:	RAMM	Agent Name: BETTINGER SCHNEIDER SCHRAMM	Agent Na
	Client Ref: GLAMM-063		Client: Glam Media, Inc.	Citi
	Attorney(s): RAD JAK		Chass(es): 35 lm.	Class(
29-Jun-2021	29-Jun-2011	29-Jun-2011	Int'l Registration - Madrid Agreement / Protocol	Resp.Off.: BO
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DE	Client Ref: GLAMM-061		Client: Glam Media, Inc.	Cli
:M	Anorney(s): RAD JAK		Class(es): 09 Int., 42 Int.	Class(
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Page: 17		Trademark List	Trade	Wednesday, January 20, 2016

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Wednesday, January 20, 2016 Trademark	Case Number/Subcase Country Name	Trademark List Application Number/Date	Publication Number/Date	Registration Number/Date
NINC	110327.0003.0078	3049750		2481665
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	Class(es): 09 Int.		Attorney(s	Attorney(s): FAD JAK
	Client: Glam Media, Inc.		Client Re	Client Ref: GLAMM-078
	Agent Name: Daniel De Las Carreras		Agent Ref:	
	Owner: Ning Inc.		9	•
NING	NING 110327.0003.0079	3049752	2481666 Registered	2481666
Resp.Off.: BO	Argentina	30-Nov-2010	04-May-2011	12-Dec-2011
	Class(es): 45 Int.		Attorneys	Attorney(s): RAD JAK
	Client: Glam Media, Inc.		Client Re	Client Ref: GLAMM-079
	Agent Name: Daniel De Las Carreras		Agemt Ref:	
	Owner: Ning, Inc.		•	*
770	110327.0003.0080	3049751		2515408
Resp.Off.: BO	Argentina	30-Nov-2010	07-Dec-2011	20-Jul-2012
	Class(es): 42 Int.		Hantome	Attornev(s); RAD JAK
	Client: Glam Media, Inc.		Client Re	Chest Ref: GLAMM-080
	Agent Name: Daniel De Las Carreras		Agent Ref:	
	Owner: Ning, Inc.		6	\$

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NING Resp.Off.: BO Resp.Off.: BO Class(es): 42 Int. Client: Glam Media, Inc. Agent Name:	NING Resp.Off.: BO Class(es); 09 Int. Client: Glam Media, Inc. Agent Name: Owner: Ning, Inc.	Case Number/Subcase Country Name 110327.0003.0066 Australia Class(es): 09 Int., 42 Int., 45 Int. Client: Glam Media, Inc. Agent Name: Owner: Ning, Inc.	Wednesday, January 20, 2016
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Attormey(s): RAD JAK Client Ref: GLAMM-082 Agent Ref:	Vol2106 17-May-2011 Attorney(s): RAD JAK Client Ref: GLAMM-081 Agent Ref:	Registration nte Number/Date Number/Date 1395450 0 19-Nov-2010 Attorney(s); RAD JAK Client Ref: GLAMM-066 Agent Ref:	
Published	Published	Next Renewal Registered 19-Nov-2022 TRADEMARK	Page: 20

	Ref:	Agent Ref:		Agent Name: LexField Law Offices Owner: Ning, Inc.	
	Attorney(s): RAD JAK Client Ref: GLAMM-967	Attorni Client		Class(es): 42 Int. Client: Glam Media, Inc.	
Registered 20-Jun-2022	6740907 21-Jun-2012	1304 20-Mar-2012	6740907 23-May-2008	110327.0003.0067 China (People's Republic)	NING Resp.Off.: BO
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				Owner: Ning, Inc.	
	Ref:	Agent Ref:		Agent Name: Bennett Jones LLP	
	Client Ref: GLAMM-070	Client		Client: Glam Media, Inc.	
	Attorney(s): RAD JAK	Amorne		Class(es): (as	
11-May-2026	11-May-2011	02-Sep-2009	12-May-2008	Canada	Resp.Off.: BO
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	Ref:	Agent Ref:		Agent Name:	
	Client Ref: GLAMM-083	Client		Client: Glam Media, Inc.	
	Attorney(s): RAD JAK	Attorne		Class(es): 45 Int.	
		17-May-2011	08-Dec-2010	Brazil	Resp.Off.: BO
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27 Page 11941 07-Jul-2008 Attorney(s): Client Ref: Agent Ref:	Volume 1209 674094 27-Mar-2010 28-Jun <i>Attornep(s):</i> RAD <i>Client Ref:</i> GLAM <i>Agent Ref:</i>	Volume 1203 13-Feb-2010 Attorney(s): Client Ref: Agent Ref:	Publication Number/Date
41 6901052 01-Dec-2008 (ttorney(s): RAD JAK Client Ref: GLAMM-065 Agent Ref:	9 6740908) 28-lun-2010 !ttorney(s): RAD JAK Client Ref: GLAMM-069 Agent Ref:	3 6740902 14-May-2010 Attorney(s): RAD IAK Client Ref: Agent Ref:	Registration Number/Date
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	Attorney(s): RAD JAK Client Ref: GLAMM-085	Attorn		Class(es): 42 Int. Client: Glam Media, Inc.	
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	Client Ref: GLAMM-084	Clien		Client: Glam Media, Inc.	
	Attorney(s): RAD JAK	Attorn		Class(es): 09 Int.	
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TRA				Owner: Ning, Inc.	
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	Client Ref: GLAMM-087	Clien		Client: Glam Media, Inc.	
	rey(s); RAD JAK	Attorney(s):		Class(es): 09 Int., 42 Int., 45 Int.	
09.M	10-May-2008		10-May-2008	Hong Kong	Resp.Off.: BO
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Number/Date Num Attorney(s): RAD Client Ref: GLA Agent Ref: GLA
Number/Date Number/Date **Number/Date **Number/Date **Attorney(s): RAD JAK **Client Ref: GLAMM-086 **Agent Ref: 4500265420000 02-Dec-2008 **Attorney(s): RAD JAK **Client Ref: GLAMM-072 **Agent Ref: J207199 17-Mar-2011 **Attorney(s): RAD JAK **Client Ref: GLAMM-076 **Agent Ref: GLAMM-076 **Agent Ref: GLAMM-076 **Agent Ref: GLAMM-076

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NING Resp.Off.: BO Class(es): 09 Int. Client: Glam Media, Inc. Agent Name: SwissBerg AG Owner: Ning, Inc.	NING Resp.Off.: BO Class(es): 99 Int., 42 Int., 45 Int. Client: Glam Media, Inc. Agent Name: LexField Law Offices Owner: Ning, Inc.	Case Number/Subcase Country Name 110327,0003,0077 Mexico Class(es): 09 Int. Client: Glam Media, Inc. Agent Name: Owner: Ning, Inc.
559852008 09-May-2008	1141335 10-Dec-2010	Application Number/Date 1141333 10-Dec-2010
1121 21-Nov-2008 Attorney(s): Client Ref: Agent Ref:	1240620 29-Sep-2011 Attorney(s): RAD JAK Client Ref: GLAMM-088 Agent Ref:	Publication Number/Date Attorney(s): Client Ref:
579465 Registered lov-2008 21-Nov-2008 09-May-2018 Attorney(s): RAD JAK Client Ref: GLAMM-071 Agent Ref:	1240620 29-Sep-2011 Attorney(s): RAD JAK Client Ref: GLAMM-088 Agent Ref:	Registration ate Number/Date 1207198 17-Mar-2011 Attorney(s): RAD JAK Client Ref: GLAMM-077 Agent Ref:
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ONLY@GLAM (NOT PROSECUTED BY BINGHAM) Resp.Off.: BO Class(es): 16 Int., 35 Int., 38 Int., 41 Int., 42 Int. Client: Glam Media, Inc. Agent Name: BETTINGER SCHREIDER SCHRAMM Owner: Glam Media GMBH	ONLY@GLAM (NOI PROSECUTED BY BINGHAM) Resp.Off.: BO Class(es): Agent Name: Owner:		Wednesday, January 20, 2016 Trademark
GHAM) 110327.0003.0045 302 Germany 08- Class(es): 16 Int., 35 Int., 38 Int., 41 Int., 42 Int. Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM	*GHAM) 110327,0003,0038 European Community Class(es): Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	European Community 02-Feb-2010 Class(es): 016, 035, 038, 041 Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	Case Number/Subcase Country Name
3020100343540 08-Jun-2010 , 42 Int.	CHRAMM	008853343 02-Feb-2010 CHRAMM	Trademark List Application Number/Date
10 11-Mar-2011 08-Fe <i>Attorney(s):</i> RAD <i>Client Ref:</i> GLA: <i>Agent Ref:</i>	Attorney(s): RAD Client Ref: GLAI Agent Ref:	2010044 08-Mar-2010 Attorney(s): Client Ref: Agent Ref:	Publication Number/Date
302010034354 dar-2011 08-Feb-2011 Attorney(s): RAD JAK Client Ref: GLAMM-045 Agent Ref:	ittorney(s): RAD JAK Client Ref: GLAMM-038 Agent Ref:	2010044 008853343 I 08-Mar-2010 18-Jul-2012 02 Attorney(s): RAD JAK Client Ref: GLAMM-110 Agent Ref:	Registration Number/Date
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Registered 27-Aug-2023	4390693 37-Aug-2013 Attorney(s): RAD JAK Cliem Ref; GLAMM-091 Agem Ref:	TM232 11-Jun-2013 <i>Attorn</i> <i>Clien</i> <i>Agen</i>	\$5668245 (3-Jul-2012	110327.0003.0091 United States of America Class(es): 35 Int., 38 Int., 41 Int., 42 Int. Client: Glam Media, Inc. mt Name: Owner: Glam Media, Inc.	TEND Resp.Off.: BO Class(es): Client: Agent Name: Owner:
02-Aug-2020	Attorney(s): RAD JAK Client Ref: GLAMM-062 Agent Ref:	Attorney(s): Client Ref: Agent Ref:	02-Aug-2010 ERAMM	Int'l Registration - Madrid 02- Agreement / Protocol Class(es): 16 Int., 35 Int., 38 Int., 41 Int. Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	Resp.Off.: BO Class(es): Agent Namer. Owner.
TRADEMARK		Attorney(s): Client Ref: Agent Ref:	2002501 (02-Aug-2010 HRAMM	IGHAM) 110327.0003.0051 2002501 India 02-Aug-2010 Class(es): 16 Int., 35 Int., 38 Int., 41 Int. Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	ONLY@GLAM (NOT PROSECUTED BY BINGHAM) Resp.Off.: BO Class(es): Client: Agent Name: Owner:
Status Next Renewal	Registration Number/Date	Publication Number/Date	Application Number/Date	Case Number/Subcase Country Name	Trademark

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HAM) 110327.0003.0042 302 Germany 23- Class(es): 35 Int., 38 Int., 41 Int., 42 Int. Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	HAM) 110327,0003,0031 European Community 23- Class(es): 16 Int., 35 Int., 38 Int., 41 Int., 42 Int. Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	United States of America Class(es): 38 Int., 41 Int. Client: Glam Media, Inc. Agent Name: Owner: Glam Media, Inc.	Case Number/Subcase
3	008240178 ty 23-Apr-2009 u., 41 Int., 42 Int. VEIDER SCHRAMM	77770424 29-Jun-2009	Trademark List ase Application Number/Date
41 09-Oct-2009 Attorney(s): Client Ref: Agent Ref:	200904) 008240178 26-Oct-2009 02-Oct-2010 Attorney(s): RAD JAK Client Ref: GLAMM-031 Agent Ref:	06-Apr-2010 Attorney(s): Client Ref: Agent Ref:	Publication Number/Date
41 302009024321 Registered 09-Oct-2009 09-Sep-2009 23-Apr-2019 **Attorney(s): RAD JAK **Client Ref: GLAMM-042 **Agent Ref:	008240178 9 02-Oct-2010 Attorney(s): RAD JAK Client Ref: GLAMM-031 Agent Ref:	3998707 0 19-Jul-2011 Attorney(s): RAD JAK Client Ref: GLAMM-010 Agent Ref:	Registration Number/Date
Registered 23-Apr-2019	Registered REE	Registered TRADEMARK L: 006266 FRAME:	Page: 29 Status 0071

TINKER GLAM 110327.0003.0111 008606402 Resp.Off.: BO European Community 09-Oct-2009 Class(es): 035, 038, 041, 042	TINKER (NOT PROSECUTED BY BINGHAM) Resp. Off.: BO Int'l Registration - Madrid Agreement / Protocol Class(es): 16 Int., 35 Int., 38 Int., 41 Int. Clent: Glam Media, Inc. Agent Name: BETTINGER, SCHNEIDER, SCHRAMM Owner: Glam Media GMBH	Case Number/Subcase Application Country Name Number/Date BY BINGHAM) 110327.0003.0049 1960953 India 05-May-2010 Class(es): 16 Int., 35 Int., 38 Int., 41 Int. Client: Glam Media, Inc. Agent Name: BETTINGER SCHNEIDER SCHRAMM Owner: Glam Media GMBH	Wednesday, January 20, 2016 Trademark List
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Registered 09-Oct-2019	Registered 25-Jun-2019	TRADEMARK TRADEMARK 1: 006266 FRAME: 0072	Page: 30

Wednesday, January 20, 2016	Trad	Trademark List			Page: 31
	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
TINKER GLAM (NOT PROSECUTED BY BINGHAM)	110327.0003.0035				Completed
Resp.Off.: BO	European Community				
Class(es):			Attorney	Attorney(s): RAD JAK	
Clien	Client: Glam Media, Inc.		Client I	Client Ref: GLAMM-035	
Agent Name	Agent Name: BETTINGER SCHNEIDER SCHRAMM	HRAMM	Agent Ref:	æ.	
Owner	Owner: Glam Media GMBH		í		TRA
TINKER GLAM NOT PROSECUTED BY BINCHAMY 110077 0003 0036	1 10277 0003 0036				Completed
Resp. Off.: BO	European Community				ě
Class(es):			Attorney	Attorney(s): RAD JAK	
Clien	Client: Glam Media, Inc.		Client I	Client Ref: GLAMM-036	
Agent Name	Agent Name: BETTINGER SCHNEIDER SCHRAMM	HRAMM	Agent Ref:	ref:	
Owner	Owner: Glam Media GMBH		,		

RECORDED: 02/05/2018

REEL: 006266 FRAME: 0073