

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HEARST MAGAZINES, INC.		01/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Penguin Random House LLC		
Street Address:	1745 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	0970800		
Registration Number:	2389587	RODALE	
Registration Number:	2559409	RODALE	
Registration Number:	2562215		
Registration Number:	2562216	RODALE	
Registration Number:	2605279	THE GUIDE TO THE MEANING OF LIFE	
Registration Number:	2853136	RODALE LIVE YOUR WHOLE LIFE	
Registration Number:	2853142	LIVE YOUR WHOLE LIFE	
Registration Number:	2997681	THE QUICK COOK	
Registration Number:	3575048	THE GREEN PHARMACY	
Registration Number:	4408235	RODALE'S ESTABLISHED 1942	
Registration Number:	4412002	RODALE'S	
Registration Number:	4791766	RODALEU	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2127829101		
Email:	asheridan@penguinrandomhouse.com		

CH \$340.00 0970800

Correspondent Name: Andrea T Sheridan
Address Line 1: 1745 Broadway, 14-1
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER: Andrea T Sheridan

SIGNATURE: /sheridan/

DATE SIGNED: 02/21/2018

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS, effective as of January 2, 2018 (this "Assignment"), is by and between Hearst Magazines, Inc., a Delaware corporation ("Assignor"), and Penguin Random House LLC, a Delaware limited liability company ("Assignee") (each of Assignee and Assignor, a "Party" and collectively, the "Parties"). Capitalized terms used but not defined in this Assignment shall have the meaning ascribed to such terms in the Book Business Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement, dated as of January 2, 2018 (the "Book Business Purchase Agreement"), pursuant to which, upon the terms and subject to the conditions set forth in the Book Business Purchase Agreement, (i) Assignor has agreed to (and has agreed to cause its applicable Subsidiaries to) sell, convey, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase from Assignor or its applicable Subsidiaries, all of Assignor's (and its applicable Subsidiaries') right, title and interest in and to the trademarks set forth on Schedule I attached hereto (the "Marks"); and

WHEREAS, Assignor and Assignee have entered into a Trademark License Agreement, dated as of January 2, 2018 (the "Trademark License Agreement"), pursuant to which, upon the terms and subject to the conditions set forth in the Trademark License Agreement, Assignee has granted Assignor a non-exclusive and limited license to use the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Assignor hereby sells, assigns, transfers and delivers, free and clear of all liens, encumbrances and claims, to Assignee, its successors and assigns, all right, title and interest in and to (a) the Marks, including all goodwill symbolized by the Marks or associated therewith, any and all common law rights thereof, any and all registrations and applications relating thereto, and any renewals and extensions thereof, (b) all income, royalties, damages, claims, payments and other proceeds now or hereafter due or payable with respect thereto, (c) all causes of action, in law, in equity or otherwise, for past, present or future infringement or other violations thereof, and (d) all rights corresponding to the foregoing throughout the world.

2. Assignor will execute, deliver or file all documents and instruments, will assist in all proceedings and will take any reasonable further steps as Assignee may deem necessary to effectuate the transfer of the Marks to Assignee, or the perfection, registration or recordation of the rights of Assignee thereto as Assignee may reasonably deem necessary or appropriate. If Assignor does not, within 15 days of presentment, return the requested executed document(s) or instrument(s), then Assignee hereby is granted a limited power of attorney to execute, deliver or file all such document(s) or instrument(s) on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.

3. Assignor hereby authorizes and requests the Director of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable countries outside the United States, to record this Assignment and issue such additional trademark and

service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to Assignee, its successors and assigns.

4. Nothing in this Assignment, expressed or implied, is intended to or shall (or shall be construed or deemed to) modify, expand or limit in any way the provisions of the Book Business Purchase Agreement or the Trademark License Agreement. In the event of any conflict, ambiguity or inconsistency between any provision of this Assignment, on the one hand, and any provision of the Book Business Purchase Agreement or the Trademark License Agreement, on the other hand, the provision of the Book Business Purchase Agreement or the Trademark License Agreement shall govern and control. Without limiting the generality of the foregoing, Assignee hereby acknowledges and agrees that Assignor makes no representation or warranty, expressed or implied, with respect to the Marks, except as specifically set forth in the Book Business Purchase Agreement and the Trademark License Agreement. The Parties further acknowledge and agree that as between Assignee, Assignor and their respective Affiliates, in the event of any conflict, ambiguity or inconsistency between any provision of the Book Business Purchase Agreement, the Trademark License Agreement or this Assignment, on the one hand, and any provision of any assignment, assumption, consent or similar agreement between one or more of the Parties or their respective Affiliates and any third party with respect to the transactions contemplated hereby or by the Book Business Purchase Agreement, on the other hand, the applicable provision of the Book Business Purchase Agreement, the Trademark License Agreement and this Assignment shall govern and control.

5. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No other Person shall have any right, benefit or obligation under this Assignment as a third-party beneficiary or otherwise.

6. This Assignment may be executed in one or more counterparts, and by either of the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Assignment.

7. This Assignment may not be modified or amended, except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought. Either Party may, only by an instrument in writing, waive compliance by the other Party with any term or provision of this Assignment on the part of such other Party to be performed or complied with. The waiver by any Party of a breach of any term or provision of this Assignment shall not be construed as a waiver of any subsequent breach.

8. This Assignment shall be governed by and construed in accordance with the Laws of the State of New York applicable to contracts executed and to be performed wholly within the State of New York and without reference to the choice or conflict of law principles (whether of the State of New York or any other jurisdiction) that would result in the application of the Laws of a different jurisdiction. Each Party irrevocably submits to the jurisdiction of the Supreme Court of the State of New York, County of New York (or, if under applicable Law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof)), for any Action arising out of or relating to

this Assignment, and hereby irrevocably agrees that all claims in respect of such Action may be heard and determined in such court. Each Party hereby irrevocably waives, to the fullest extent that it may effectively do so, and agrees not to assert by way of motion, defense, counterclaim, or otherwise, the defense of an inconvenient forum to the maintenance of such Action.

9. EACH PARTY KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, OR ANY OTHER AGREEMENTS EXECUTED IN CONNECTION HEREWITH OR THE ADMINISTRATION THEREOF OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. NO PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS ASSIGNMENT OR ANY RELATED INSTRUMENTS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. EACH PARTY CERTIFIES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS SET FORTH ABOVE IN THIS SECTION 9. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION 9 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

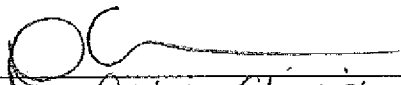
10. If any term, provision, covenant or restriction of this Assignment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Assignment so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by its duly authorized representatives on the day and year first above written.

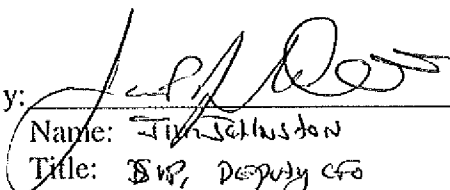
Assignor:

HEARST MAGAZINES, INC.

By: 
Name: Debi Chirichella
Title: SVP, CFO Hearst magazines

Assignee:



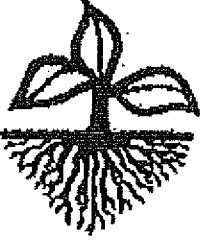
PENGUIN RANDOM HOUSE LLC

By: 
Name: Jim Johnston
Title: SVP, Deputy CFO

[Signature page to Assignment of Trademarks]

SCHEDULE 1

MARKS

Mark	Registration number	Registration date
THE GREEN PHARMACY	3575048	February 17, 2009
THE GUIDE TO THE MEANING OF LIFE	2605279	August 6, 2002
THE QUICK COOK	2997681	September 20, 2005
RODALE	2389587	April 16, 2002
RODALE	2559409	April 9, 2002
 RODALE	2562216	April 16, 2002
	2562215	April 16, 2002
	0970800	October 16, 1973
RODALEU	4791766	August 11, 2015
RODALE'S	4412002	October 1, 2013
RODALE'S ESTABLISHED 1942	4408235	September 24, 2013
LIVE YOUR WHOLE LIFE	2853142	June 15, 2004
RODALE LIVE YOUR WHOLE LIFE	2853136	June 15, 2004