

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490820

<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>
Prime Education, LLC		09/20/2018	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Everyday Health, Inc.		
<b>Street Address:</b>	345 Hudson Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10014		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4684672	IQCE	
<b>Registration Number:</b>	3984686	GME TODAY	
<b>Registration Number:</b>	3010565	PRIME	
<b>Registration Number:</b>	2926142	PRIME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	(212) 503-5417		
<b>Email:</b>	julianna_orgel-eaton@ziffdavis.com		
<b>Correspondent Name:</b>	Julianna Orgel-Eaton		
<b>Address Line 1:</b>	28 East 28th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10016		
<b>NAME OF SUBMITTER:</b>	Alyssa Kaplun		
<b>SIGNATURE:</b>	/Alyssa Kaplun/		
<b>DATE SIGNED:</b>	09/20/2018		
<b>Total Attachments: 2</b>			
source=Trademark Assignment#page1.tif			
source=Trademark Assignment#page2.tif			

OP \$115.00 4684672

TRADEMARK ASSIGNMENT

This Trademark Assignment dated as of September 20, 2018 (this "Assignment"), is made by Prime Education, LLC, a Florida limited liability company ("Assignor") in favor of Everyday Health, Inc., a Delaware corporation ("Assignee").

The parties wish to execute this Assignment for purposes of transferring the Trademarks in Schedule 1 and file this Assignment with the United States Patent and Trademark Office, and any other applicable trademark offices outside of the United States, as may be necessary to effectuate the assignment and transfer of the Trademarks to Assignee.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby contributes, conveys, transfers, assigns and delivers to Assignee all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks, (d) all rights to proceeds, including, without limitation, damages, claims, income, payments and royalties, whether presently existing or hereafter arising, arising out of or related to the Trademarks, (e) all claims, demands and causes of action (in law or in equity) for past, present and future damages arising out of or relating to infringement of the Trademarks, and (f) all rights to sue, counterclaim, and recover for past, present, and future infringement arising out of or relating to the Trademarks.

2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of Assignor's rights in the Trademarks.


3. Assignor hereby acknowledges and agrees that from and after the date hereof, the Assignee shall be the exclusive owner of the Trademarks.

4. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, without giving effect to any choice of Law or conflicts of Laws rules that would cause the application of the Laws of a jurisdiction other than the State of New York.


5. This Agreement constitutes the entire agreement between Assignor and Assignee and supersedes all prior understandings of Assignor and Assignee with regard to this matter including any prior representation, statement, condition or warranty. The Agreement will insure to the benefit of and be binding on the respective successors and permitted assigns of the parties.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be duly authorized and executed as of the date hereof.

Prime Education, LLC (Assignor)

By:   
Name: Stephen Hicks  
Title: Corp Secy

Everyday Health, Inc. (Assignee)

By:   
Name: Stephen Hicks  
Title: Corp Secy

SCHEDULE I

Mark	Country	Status	Class Number	Registration No.
iQCE	United States	Registered	041	4684672
<b>GME</b> Today	United States	Registered	041	3984686
PRIME	United States	Registered	041	3010565
PRIME	United States	Registered	041	2926142