

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bauer Magazine L.P.		07/01/2018	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	AMI Celebrity Publications, LLC		
Street Address:	4 New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3648387	4TNZ	
Registration Number:	4975896	ANIMAL TALES	
Registration Number:	3222835	ASTRO GIRL!	
Registration Number:	5265310	BAKE IT UP!	
Registration Number:	4548386	CLOSER	
Registration Number:	2950865	IN TOUCH	
Registration Number:	2561694	M MUSIC, MOVIES & MORE!	
Registration Number:	4146442	QUIZFEST	
Registration Number:	3691299	YIKES!	
CORRESPONDENCE DATA			
Fax Number:	6465637943		
<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:	6465638943		
Email:	achristopher@coleschotz.com		
Correspondent Name:	Arianna Christopher		
Address Line 1:	1325 Ave. of the Americas		
Address Line 2:	19th Fl.		
Address Line 4:	New York, NEW YORK 10019		

CH \$240.00 3648387

ATTORNEY DOCKET NUMBER:	99999-0091-0635
NAME OF SUBMITTER:	Arianna Christopher
SIGNATURE:	/AriannaChristopher/
DATE SIGNED:	02/12/2019
Total Attachments: 6 source=BMLP Mark Assign#page1.tif source=BMLP Mark Assign#page2.tif source=BMLP Mark Assign#page3.tif source=BMLP Mark Assign#page4.tif source=BMLP Mark Assign#page5.tif source=BMLP Mark Assign#page6.tif	

ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Trademark Assignment") is made and entered into effective as of July 1, 2018, by and between Bauer Magazine L.P., a limited partnership organized under the laws of the State of Delaware ("Assignor"), and AMI Celebrity Publications, LLC, a limited liability company organized under the laws of the State of Delaware ("Assignee"). Assignor and Assignee shall each be a "Party", and collectively, the "Parties".

WHEREAS, Bauer Media Group USA, LLC ("Seller") and American Media, Inc., a corporation organized under the laws of Delaware ("AMI"), are each a party to that certain Asset Purchase Agreement dated as of June 12, 2018 (the "Purchase Agreement"), pursuant to which AMI has agreed to acquire certain assets and rights of the Assignor relating to the Publications, as defined in the Purchase Agreement, and all capitalized terms used but not defined herein shall have the meanings attributed to them in the Purchase Agreement;

WHEREAS, Assignor is the owner of all right, title and interest in the trademark registrations and applications set forth in **Exhibit 1** (the "Assigned Marks");

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller has agreed to cause its Affiliates, including Assignor, to, among other things, transfer to AMI and/or its designated Affiliate the Assigned Marks and all rights and goodwill associated therewith;

WHEREAS, AMI has determined that Assignee shall be its designated Affiliate hereunder for the purposes of the Purchase Agreement; and

WHEREAS, Assignor desires to sell, assign, transfer, convey and deliver to Assignee, and Assignee desire to purchase, acquire, assume and accept, the Assigned Marks pursuant to the terms of the Purchase Agreement and this Trademark Assignment.

NOW, THEREFORE, in consideration of the mutual promises set forth in the Purchase Agreement and mutual benefits to be gained thereunder, 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. The Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be reasonably necessary, 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. No Conflict. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or

expand any provision of the Purchase Agreement. In the event of a conflict between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control.

4. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the Laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.
5. No Modifications. No amendment, supplement, modification, waiver or termination of this Trademark Assignment shall be implied or be binding unless in writing and signed by the Party against which such amendment, supplement, modification, waiver or termination is asserted.
6. Successors and Assigns. This Trademark Assignment 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.
7. Counterparts. This Trademark Assignment 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.

[Remainder of page intentionally left blank]

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

Bauer Magazine L.P.

By: Bauer, Inc., its general partner

By: 

Name: Steven Kotok
Title: CEO

AMI Celebrity Publications, LLC

By: _____
Name:
Title:

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

Bauer Magazine L.P.

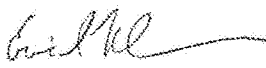
By: Bauer, Inc., its general partner

By: _____

Name: Steven Kotok

Title: CEO

AMI Celebrity Publications, LLC

By:  _____

Name: Eric S. Klee

Title: Executive Vice President

Exhibit 1

Assigned Marks

United States

Mark Name	Country	Application Number	Registration Number	Owner
4TNZ	United States	77/407,188	3648387	Bauer Magazine Limited Partnership
ANIMAL TALES & DESIGN	United States	86/353,869	4975896	Bauer Magazine Limited Partnership
ASTRO GIRL!	United States	78/898,802	3222835	Bauer Magazine Limited Partnership
BAKE IT UP!	United States	87/300,821	5265310	Bauer Magazine Limited Partnership
CLOSER	United States	85/734,141	4548386	Bauer Magazine Limited Partnership
IN TOUCH	United States	76/462,921	2950865	Bauer Magazine Limited Partnership
M MUSIC, MOVIES AND MORE AND DESIGN	United States	76/253,350	2561694	Bauer Magazine Limited Partnership
QUIZFEST	United States	85/432,780	4146442	Bauer Magazine Limited Partnership
YIKES!	United States	77549571	3691299	Bauer Magazine Limited Partnership

Canada

Mark Name	Country	Application Number	Registration Number	Owner
4TNZ	Canada	1408709	TMA781010	Bauer Magazine Limited Partnership
ANIMAL TALES & DESIGN	Canada	1688139	TMA983158	Bauer Magazine Limited Partnership
ASTRO GIRL!	Canada	1304038	TMA708842	Bauer Magazine Limited Partnership
BAKE IT UP!	Canada	1818081		Bauer Magazine Limited Partnership
CLOSER	Canada	1595681	TMA870918	Bauer Magazine Limited Partnership
GIRLS' WORLD & DESIGN	Canada	1693795	TMA947591	Bauer Magazine Limited Partnership
IN TOUCH	Canada	1157088	TMA705206	Bauer Magazine Limited Partnership
IN TOUCH WEEKLY & DESIGN	Canada	1157091	TMA731609	Bauer Magazine Limited Partnership
M MUSIC, MOVIES AND MORE AND DESIGN	Canada	1263080	TMA667285	Bauer Magazine Limited Partnership
M QUIZFEST	Canada	1227147	TMA667260	Bauer Magazine Limited Partnership
QUIZFEST	Canada	1567248	TMA857592	Bauer Magazine Limited Partnership
YIKES!	Canada	1428099	TMA780927	Bauer Magazine Limited Partnership