

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509887

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 Publishing Company, L.P.		07/01/2018	Limited Partnership: NEW JERSEY
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2304219	J-14	
Registration Number:	4070442	LIFE & STYLE	
Registration Number:	4989723	PUZZLE FUN	
Serial Number:	87378781	TEEN BO\$\$	
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		
ATTORNEY DOCKET NUMBER:	99999-0091-0635		
NAME OF SUBMITTER:	Arianna Christopher		
SIGNATURE:	/AriannaChristopher/		
DATE SIGNED:	02/12/2019		
Total Attachments: 6			

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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 Publishing Company, L.P., a limited partnership organized under the laws of the State of New Jersey (“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 Publishing Company, 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 Publishing Company, 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
J-14	United States	75/597,798	2304219	Bauer Publishing Company, L.P.
LIFE & STYLE	United States	85/313,072	4070442	Bauer Publishing Company, L.P.
PUZZLE FUN	United States	86/568,592	4989723	Bauer Publishing Company L.P.
TEEN BO\$\$	United States	87/378,781	-	Bauer Publishing Company, L.P.

Canada

Mark Name	Country	Application Number	Registration Number	Owner
J-14	Canada	1255474	TMA666966	Bauer Publishing Company, L.P.
J-14	Canada	1227146	TMA656933	Bauer Publishing Company, L.P.
J-14 JUST FOR TEENS	Canada	1239152	TMA687994	Bauer Publishing Company, L.P.
JUST FOR TEENS	Canada	1237035	TMA682379	Bauer Publishing Company, L.P.
LIFE & STYLE	Canada	1224803	TMA687688	Bauer Publishing Company, L.P.
PUZZLE FUN	Canada	1720120	TMA954857	Bauer Publishing Company, L.P.
TEEN BO\$\$	Canada	1828894	-	Bauer Publishing Company, L.P.