

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509889

<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>
Heinrich Bauer Publishing, L.P.		07/01/2018	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AMI Celebrity Publications, LLC		
<b>Street Address:</b>	4 New York Plaza		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2320092	TWIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6465638943		
<b>Email:</b>	achristopher@coleschotz.com		
<b>Correspondent Name:</b>	Arianna Christopher		
<b>Address Line 1:</b>	1325 Ave. of the Americas		
<b>Address Line 2:</b>	19th Fl.		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	99999-0091-0635		
<b>NAME OF SUBMITTER:</b>	Arianna Christopher		
<b>SIGNATURE:</b>	/AriannaChristopher/		
<b>DATE SIGNED:</b>	02/12/2019		
<b>Total Attachments: 5</b>			
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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 Heinrich Bauer Publishing, 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.

Heinrich Bauer Publishing, L.P.

By: Bauer, Inc. its general partner

By:  \_\_\_\_\_

Name: Steven Kotok

Title: CEO

AMI Celebrity Publications, LLC

By: \_\_\_\_\_

Name:

Title:

[Signature Page to Trademark Assignment – Heinrich Bauer Publishing, L.P.]

**TRADEMARK**  
**REEL: 006560 FRAME: 0409**

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

Heinrich Bauer Publishing, 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
TWIST	United States	75/356,243	2320092	Heinrich Bauer Publishing, L.P.

**Canada**

Mark Name	Country	Application Number	Registration Number	Owner
TWIST	Canada	1268894	TMA772224	Heinrich Bauer Publishing, L.P.