

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM509121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Defy Media (ABC), LLC		02/05/2019	Limited Liability Company: DELAWARE CALIFORNIA

RECEIVING PARTY DATA

Name:	Hearst Studios West, Inc.
Street Address:	300 West 57th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	88084742	ALLOY
Registration Number:	4486877	BLISSTREE
Registration Number:	4810818	CLEVVVER
Registration Number:	4153821	CLEVVVER
Registration Number:	5533222	CLEVVVER
Registration Number:	4810817	CLEVVVER MAGAZINE
Registration Number:	4153822	CLEVVVERTV
Registration Number:	4311277	CRUSHABLE
Registration Number:	4928504	FORMAL FRIDAY
Registration Number:	2655591	GURL
Registration Number:	2655592	GURL
Registration Number:	4527646	THEGLOSS
Registration Number:	4552163	THEGRINDSTONE
Registration Number:	5527923	MADE MAN

CH \$365.00 88084742

CORRESPONDENCE DATA

Fax Number: 6462802010

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.

Phone: 2126492010
Email: trademarks@hearst.com
Correspondent Name: Maureen Sheehan
Address Line 1: 300 West 57th Street
Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Rosemary Douglas
SIGNATURE:	/Rosemary Douglas/
DATE SIGNED:	02/07/2019

Total Attachments: 7

source=Defy Media (ABC)_ LLC - Trademark assignment (to Hearst) (Final Form Feb 5)#page1.tif
source=Defy Media (ABC)_ LLC - Trademark assignment (to Hearst) (Final Form Feb 5)#page2.tif
source=Defy Media (ABC)_ LLC - Trademark assignment (to Hearst) (Final Form Feb 5)#page3.tif
source=Defy Media (ABC)_ LLC - Trademark assignment (to Hearst) (Final Form Feb 5)#page4.tif
source=Defy Media (ABC)_ LLC - Trademark assignment (to Hearst) (Final Form Feb 5)#page5.tif
source=Defy Media (ABC)_ LLC - Trademark assignment (to Hearst) (Final Form Feb 5)#page6.tif
source=Defy Media (ABC)_ LLC - Trademark assignment (to Hearst) (Final Form Feb 5)#page7.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made as of February 5, 2019, by and between DEFY MEDIA (ABC), LLC, a California limited liability company ("Assignor") and Hearst Studios West, Inc., a Delaware corporation ("Assignee"). Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as the date hereof, (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, pursuant to that certain General Assignment made by DEFY Media, LLC, a Delaware limited liability company ("Defy Media") in favor of Assignor dated as of November 12, 2018 and effective as of November 13, 2018 (the "General Assignment"), Defy Media granted, assigned, bargained, sold and transferred to Assignor all of its property and assets to Assignor in trust and for the benefit of Defy Media's creditors pursuant to applicable law;

WHEREAS, in connection with the Asset Purchase Agreement, Assignor has agreed to assign, and Assignee has agreed to acquire from Assignor, all of Assignor's rights, title and interest in and to the trademarks and/or service marks identified in Schedule A attached hereto (the "Marks"); and

WHEREAS, the parties accordingly wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks to Assignee;

NOW, THEREFORE, for valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor's business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

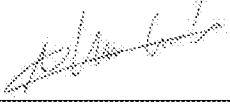
2. This Trademark Assignment is subject to the terms and conditions of the Asset Purchase Agreement and this Trademark Assignment shall not be deemed to limit, enlarge or extinguish any obligation of Assignor or Assignee under the Asset Purchase Agreement, all of which obligations shall survive the delivery of this Trademark Assignment in accordance with the terms of the Asset Purchase Agreement, and that to the extent there is any conflict between this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

3. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument.

ASSIGNOR:

DEFY MEDIA (ABC), LLC, a California
limited liability company, as Assignee for
the Benefit of Creditors of Defy Media, LLC

By:  _____

Name: Andries Verschelden

Title: Manager

ASSIGNEE:

HEARST STUDIOS WEST, INC., a
Delaware corporation

By: _____

Name: Troy Young

Title: President

ASSIGNOR:

DEFY MEDIA (ABC), LLC, a California
limited liability company, as Assignee for
the Benefit of Creditors of Defy Media, LLC

By: _____

Name: Andries Verschelden

Title: Manager

ASSIGNEE:

HEARST STUDIOS WEST, INC., a
Delaware corporation




By: _____


Name: Troy Young

Title: President

Schedule A
To Trademark Assignment

Marks

Country	Trademark	App. No.	Reg. No.
US	ALLOY	88084742	
Canada	BLISSTREE	1493235	984444
US	BLISSTREE	85129029	4486877
China	CLEVVVER	25082903	
US	CLEVVVER	86005493	4810818
US	CLEVVVER	85442785	4153821
China	CLEVVVER Logo 	25082904	
China	CLEVVVER Logo 	25082902	
US	CLEVVVER Logo 	87543491	5533222
US	CLEVVVER MAGAZINE	86005474	4810817
US	CLEVVERTV	85442790	4153822

Canada	CRUSHABLE	1472551	811020
US	CRUSHABLE	85113808	4311277
US	FORMAL FRIDAY	86455147	4928504
US	GURL	76131025	2655591
US	GURL	76131026	2655592
US	THEGLOSS	85129074	4527646
Canada	THEGRINDSTONE	1536081	991216

US	THEGRINDSTONE	85519129	4552163
US	MAN MADE		5527923