

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM510817

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greatist, Inc.		02/15/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HL Greatist, Inc.		
Street Address:	660 Third Street		
Internal Address:	c/o Healthline Media, Inc.		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4214958	GREATIST	
Serial Number:	87380266	HEALTHYISH	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui		
Address Line 1:	300 N. Lasalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	25733-8		
NAME OF SUBMITTER:	Raza siddiqui		
SIGNATURE:	/razasiddiqui/		
DATE SIGNED:	02/20/2019		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT is dated as of February 15, 2019 (this “**Assignment**”), and is by and between Greatist, Inc., a Delaware corporation (“**Assignor**”), and HL Greatist, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the trademark registrations and applications identified on **Exhibit A** (collectively, the “**Assigned Trademarks**”);

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated February 15, 2019 (as the same may be amended, modified, supplemented and/or waived from time to time in accordance with its terms, the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, transfer, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire, assume and accept from Assignor all of their right, title and interest in and to the Acquired Assets, all upon the terms and subject to the conditions set forth in the Purchase Agreement, which assets include the Assigned Trademarks; and

WHEREAS, this Assignment is being executed and delivered pursuant to Section 2H of the Purchase Agreement.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and the mutual agreements and covenants set forth in this Assignment and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

1. **Assignment.** Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor’s worldwide right, title and interest in, to and under, the Assigned Trademarks, in the United States and throughout the world, together with that portion of the Assignor’s business connected with the use of and symbolized by the Assigned Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Assigned Trademarks, the right to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency, office or registrar, and all claims, causes of action and rights to sue for past, present and future infringement, misappropriation or unconsented use of the Assigned Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of all of Assignor’s right, title and interest in, to and under the Assigned Trademarks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications.

2. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.

3. Terms of Purchase Agreement; Conflicts. The scope, nature, and extent of the Acquired Assets are expressly set forth in the Purchase Agreement. Nothing contained herein changes, amends, extends, or alters (nor should it be deemed or construed as changing, amending, extending, or altering) the terms or conditions of the Purchase Agreement in any manner whatsoever. This instrument does not create or establish rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict between the provisions of this Assignment (including the Exhibits hereto) and the provisions of the Purchase Agreement (including the Seller Disclosure Letter and the Schedules and Exhibits thereto), the provisions of the Purchase Agreement shall control.

4. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of this Assignment (and all Exhibits hereto) shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. In furtherance of the foregoing, the internal law of the State of Delaware shall control the interpretation and construction of this Assignment (and all Exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive law of some other jurisdiction would ordinarily apply.

5. Entire Agreement. This Assignment (and all Exhibits hereto), the Purchase Agreement, the other Transaction Documents and the agreements and documents referred to herein and therein contain the entire agreement and understanding between Assignor and Assignee with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way. The parties hereto agree to define their rights, liabilities, and obligations with respect to such understanding and the transactions contemplated hereby exclusively in contract pursuant to the express terms and provisions of the Purchase Agreement and this Assignment, and the parties hereto expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Assignment or the Purchase Agreement.

6. Counterparts. This Assignment may be executed simultaneously in counterparts (including by means of facsimile or portable document format (pdf) signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Assignment. This Assignment, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original thereof and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of any party

hereto, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic transmission in pdf to deliver a signature or the fact that any signature or document was transmitted or communicated through the use of facsimile machine as a defense to the formation of a contract, and each such party forever waives any such defense.

7. Further Assurances. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Assignment or to consummate the transactions contemplated hereby, each of the parties hereto will take such further action (including the execution and delivery of such further instruments and documents) as any other party may reasonably request, all at the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification therefor under Section 7 of the Purchase Agreement).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ASSIGNOR:

GREATIST, INC.

By: Derek Flanzraich
Name: Derek Flanzraich
Title: Chief Executive Officer

ASSIGNEE:

HL GREATIST, INC.

By: 
Name: David Kopp
Title: Chief Executive Officer and President

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 006568 FRAME: 0286

EXHIBIT A

ASSIGNED TRADEMARKS

	Name	Jurisdiction	Application/ Registration No.	Status	Registration Date	Record Owner
1	Greatist	USA	4214958	Registered	25-SEP-2012	Greatist, Inc.
2	Healthyish	USA	87380266	Pending Intent to Use	--	Greatist, Inc.