

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542593

<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>
NYLON Media I, LLC		06/26/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BDG Media, Inc.		
<b>Street Address:</b>	315 Park Avenue S., 11 Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5664371	NYLON BEAUTY HIT LIST 2---	
<b>Registration Number:</b>	5664370	NYLON BEAUTY HIT LIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4159441110		
	<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>	415-885-9800		
<b>Email:</b>	trademark@prangerlaw.com, paralegal@prangerlaw.com		
<b>Correspondent Name:</b>	Holly Pranger		
<b>Address Line 1:</b>	88 Guy Place, Suite 405		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	07242		
<b>NAME OF SUBMITTER:</b>	Holly Pranger		
<b>SIGNATURE:</b>	/Holly Pranger/		
<b>DATE SIGNED:</b>	09/25/2019		
<b>Total Attachments: 4</b>			
source=BDG Media - Nylon - Exhibit D - Trademark Assignment Agreement (2019-07-02) (Executed)#page1.tif			
source=BDG Media - Nylon - Exhibit D - Trademark Assignment Agreement (2019-07-02) (Executed)#page2.tif			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of July 2, 2019 (“**Effective Date**”) by and between NYLON Media I, LLC, a Delaware limited liability company (“**Assignor**”), and BDG Media, Inc., a Delaware corporation (“**Purchaser**”).

WHEREAS, Assignor and Purchaser are parties to that certain Asset Purchase Agreement, dated June 26, 2019 (the “**Purchase Agreement**”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Purchaser, and Purchaser desires to acquire from Assignor, the trademarks set forth in Schedule A attached hereto (the “**Trademarks**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns, delivers and transfers to Purchaser, and Purchaser hereby purchases, acquires and accepts from Assignor, all of Assignor’s right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including the right to sue for and receive all damages from past, present or future infringements or other unauthorized use of the Trademarks, the same to be held and enjoyed by Purchaser, its successors, assigns and other legal representatives.
2. Further Assurances. Assignor shall provide to Purchaser, Purchaser’s successors, assigns or other legal representatives, all such reasonable cooperation and assistance to effectuate the purposes of this Assignment.
3. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, and all of which together shall constitute one and the same instrument.
4. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the Laws of the State of Delaware.
5. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignor and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**NYLON MEDIA I, LLC**

DocuSigned by:  
*Evan Luzzatto*  
By: \_\_\_\_\_  
4586558C76334E4...  
Name: Evan Luzzatto  
Title: Authorized Representative

**BDG MEDIA, INC.**

By: \_\_\_\_\_  
Name: Bryan Goldberg  
Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Purchaser have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**NYLON MEDIA I, LLC**

By: \_\_\_\_\_  
Name: Evan Luzzatto  
Title: Authorized Representative

**BDG MEDIA, INC.**

By:  \_\_\_\_\_  
Name: Bryan Goldberg  
Title: Chief Executive Officer

**SCHEDULE A**

**Trademark Applications and Registrations:**

Mark	Jurisdiction	Date of Application	Application Number	Date of Registration	Registration Number	Status
NYLON	USA	3/25/2013	85885403	1/13/2015	4672358	Registered
NYLON	USA	3/25/2013	85885426	01/06/2015	4668157	Registered
NYLON	USA	2/25/2008	77405209	4/7/2009	3601225	Registered
NYLON GUYS	USA	3/25/2013	85885501	1/13/2015	4672359	Registered
NYLON GUYS	USA	3/25/2013	85885540	01/06/2015	4668158	Registered
NYLON GUYS	USA	5/18/2005	78632447	5/8/2007	3238939	Registered
NYLON	Argentina	5/16/2013	3246570	7/11/14	2661665	Registered
NYLON	Thailand	4/30/2013	890789	-	-	Pending
NYLON	Indonesia	4/24/2013	D00-2013-018963	-	-	Pending
NYLON	Korea (Madrid Protocol)	4/2/2013	A0035066	4/2/2013	1160007	Registered
NYLON	Singapore (Madrid Protocol)	4/2/2013	A0035066	4/2/2013	1160007	Registered
NYLONSHOP	USA	4/24/2015	86608617	11/1/16	5075275	Registered
GUIDE TO ADULTING	USA	4/13/2016	86973970	-	-	Pending
NYLON BEAUTY HIT LIST	USA	11/7/2017	87675264	1/29/2019	5664370	Registered
NYLON BEAUTY HIT LIST	USA	11/7/2017	87675277	1/29/2019	5664371	Registered
NYLON	EU	3/24/2016	15278732	7/28/2016	15278732	Registered