

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547888

<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>
F+W Media, Inc.		07/12/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cruz Bay Publishing, Inc.		
<b>Street Address:</b>	5720 Flatiron Parkway		
<b>City:</b>	Boulder		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80301		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 25</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78285806	HORTICULTURE	
<b>Serial Number:</b>	78285816	POPULAR WOODWORKING	
<b>Serial Number:</b>	78655811	FAMILY TREE MAGAZINE	
<b>Serial Number:</b>	72297052	WRITER'S DIGEST	
<b>Serial Number:</b>	76276532	WRITERS STORE	
<b>Serial Number:</b>	73351044	WRITER'S YEARBOOK	
<b>Serial Number:</b>	76241292	ANTIQUUE TRADER	
<b>Serial Number:</b>	85223604	BANK NOTE REPORTER	
<b>Serial Number:</b>	73469092	CICF	
<b>Serial Number:</b>	76308481	COIN OF THE YEAR	
<b>Serial Number:</b>	75770757	COIN PRICES COMPLETE GUIDE TO U.S. COINV	
<b>Serial Number:</b>	75770756	COINS	
<b>Serial Number:</b>	78647156	COLLECT.COM	
<b>Serial Number:</b>	75770754	CPMX SPONSORED BY BANK NOTE REPORTER	
<b>Serial Number:</b>	76107881	GOLDMINE	
<b>Serial Number:</b>	77056099	MILITARY TRADER	
<b>Serial Number:</b>	74599786	MILITARY TRADER	
<b>Serial Number:</b>	76074224	MILITARY VEHICLES MAGAZINE	
<b>Serial Number:</b>	78943980	NUMISMASTER	

OP \$640.00 78285806

Property Type	Number	Word Mark
Serial Number:	77976263	NUMISMASTER.COM
Serial Number:	75271323	NUMISMATIC NEWS
Serial Number:	76068717	OLD CARS
Serial Number:	85774371	SPORTS COLLECTORS DIGEST
Serial Number:	76268667	KP
Serial Number:	86043492	SCRIPTXPRT

**CORRESPONDENCE DATA**

**Fax Number:** 8446706009

*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:** 512-770-4223

**Email:** dwtrademarks@dickinsonwright.com

**Correspondent Name:** Alison D. Frey

**Address Line 1:** 1825 Eye Street NW, Suite 900

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	27932-00588
<b>NAME OF SUBMITTER:</b>	Virginia Powell
<b>SIGNATURE:</b>	/Virginia Powell/
<b>DATE SIGNED:</b>	11/04/2019

**Total Attachments: 11**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 12 day of July, 2019, by and among F+W MEDIA, INC., F+W SUBSCRIPTION SERVICES, LLC, F+W TRADE SHOW & EVENTS, LLC, F+W OH E-COMMERCE, LLC, F+W NH E-COMMERCE, LLC, and THE WRITER'S STORE, INC. (collectively, the "Assignors"), and CRUZ BAY PUBLISHING, INC. ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as hereinafter defined).

WHEREAS, Assignors and Assignee have executed and delivered an Asset Purchase Agreement, dated as of June 28, 2019 (the "Asset Purchase Agreement"), pursuant to which Assignee will purchase the Acquired Assets of Assignors, including Intellectual Property Assets and associated goodwill, which includes the United States registered trademarks and common law trademarks listed on Schedule A hereto (the "Transferred Marks") and the goodwill associated therewith.

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. On the terms and subject to the conditions set forth in the Asset Purchase Agreement, Assignors hereby sell, convey, transfer, assign, and deliver to Assignee all right, title, and interest of Assignors in and to the Transferred Marks, together with the goodwill of the business in connection with which the Transferred Marks are used, and all registrations and applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made, together with all income, royalties, or payments due or payable after the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present, or future infringement or other unauthorized use of the Transferred Marks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors or assigns, and any other rights, privileges, claims, and causes of action relating or pertaining to the Transferred Marks, free and clear of all security interests, mortgages, liens, pledges, conditional sales or lease agreements, charges, claims or encumbrances.

2. Further Assurances. Assignors shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts reasonably necessary or desirable to record and perfect the interest of Assignee in and to the Transferred Marks, and shall not enter into any agreement in conflict with this Agreement.

3. No Use of Transferred Marks by Assignors. Assignors, for themselves and on behalf of Assignors' respective successors and assigns, covenant not to use, apply for, or register any of the Transferred Marks or use, apply for, or register any variation of the Transferred Marks or any word, design, domain name, or logo likely to be similar or confusingly similar with the Transferred Marks, for any purpose in the United States.

4. No Third Party Beneficiaries. This Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies hereunder.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed and original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by facsimile or other customary means of electronic submission (e.g., .pdf) shall be deemed binding for all purposes hereof, without delivery of an original signature page being thereafter required.

6. Governing Law.

(a) This Agreement will be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

(b) ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE INSTITUTED IN THE BANKRUPTCY COURT AND, TO THE EXTENT THE BANKRUPTCY COURT DOES NOT HAVE OR DOES NOT ACCEPT JURISDICTION TO ADJUDICATE SUCH MATTER MAY BE INSTITUTED IN THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA OR THE COURTS OF THE STATE OF DELAWARE IN EACH CASE LOCATED IN NEW CASTLE COUNTY, STATE OF DELAWARE. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF EACH SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN WILL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION, OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(c) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED

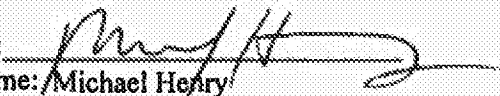
TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL  
WAIVERS AND CERTIFICATIONS IN THIS SECTION 6(c).

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.

**ASSIGNEE:**

CRUZ BAY PUBLISHING, INC.

By:   
Name: Michael Henry  
Title: CFO/COO

**ASSIGNORS:**

F+W MEDIA, INC.

By: \_\_\_\_\_  
Name: Gregory J. Osberg  
Title: Chief Executive Officer

F+W SUBSCRIPTION SERVICES, LLC

By: \_\_\_\_\_  
Name: Gregory J. Osberg  
Title: Chief Executive Officer

F+W TRADE SHOW & EVENTS, LLC

By: \_\_\_\_\_  
Name: Gregory J. Osberg  
Title: Chief Executive Officer

F+W OH E-COMMERCE, LLC

By: \_\_\_\_\_  
Name: Gregory J. Osberg  
Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned hereby execute this Trademark Assignment Agreement the day and year first above written.


**ASSIGNEE:**

CRUZ BAY PUBLISHING, INC.

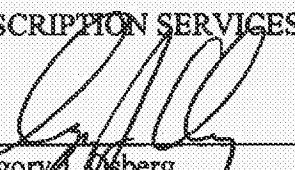
By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNORS:**

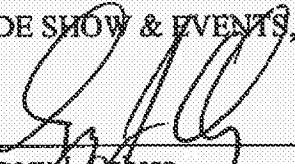
F+W MEDIA, INC

By:   
Name: Gregory J. Osberg  
Title: Chief Executive Officer

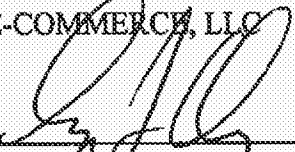
F+W SUBSCRIPTION SERVICES, LLC

By:   
Name: Gregory J. Osberg  
Title: Chief Executive Officer


F+W TRADE SHOW & EVENTS, LLC

By:   
Name: Gregory J. Osberg  
Title: Chief Executive Officer

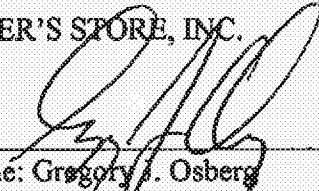
F+W OH E-COMMERCE, LLC

By:   
Name: Gregory J. Osberg  
Title: Chief Executive Officer

F+W NH E-COMMERCE, LLC

By:   
Name: Gregory J. Osberg  
Title: Chief Executive Officer

THE WRITER'S STORE, INC.

By:   
Name: Gregory J. Osberg  
Title: Chief Executive Officer



**SCHEDULE A**

See Attached

### Transferred Trademarks

#### Horticulture:

Code/ Matter #	Mark Name	Country	Status	App. Number	Reg. Number	Goods
FWMED 18	HORTICULTURE	USA	Registered	78/285,806	2,869,695	Magazine relating to gardening issues

#### Woodworking:

Code/ Matter #	Mark Name	Country	Status	App. Number	Reg. Number	Goods
FWMED 23	POPULAR WOODWORKING	USA	Registered	78/285,816	2,869,386	Magazine for woodworking enthusiasts

#### Family Tree:

Code/ Matter #	Mark Name	Country	Status	App. Number	Reg. Number	Goods
FWMED 105	FAMILY TREE MAGAZINE	USA	Registered	78/655,311	3,100,666	Periodical magazine in the field of genealogy and family history

#### Writing:

Code/ Matter #	Mark Name	Country	Status	App. Number	Reg. Number	Goods
FWMED 411	ScriptXpert	United States	Registered	86/043,492	4,524,985	Consulting services in the field of screenplay script development

FWMED 163	WRITER'S DIGEST	Australia	Registered	218759	218759	A periodical publication
FWMED	WRITER'S DIGEST	Canada	Registered	312,733	TMA173538	Magazines and books
FWMED	WRITER'S DIGEST	United States	Registered	72/297,052	892,058	Magazine
FWMED 215	WRITERS STORE	United States	Registered	76/276,532	2,665,697	Retail store and online services featuring instructional books, software, and audio, video and stationery supplies % Seminars and workshops in the field of writing and film production
FWMED 192	WRITERS STORE	Great Britain	Registered	2288745	2288745	Advertising, business management, business administration, office functions % Education, providing of training, entertainment, sporting and cultural activities
FWMED 163	WRITER'S YEARBOOK	United States	Registered	73/351,044	1,229,696	Annual magazine directed to authors and writers
FWMED 217	WRITERS STORE	Canada	Registered	1126562	TMA626582	Physical location and online retail sales service featuring instructional books, software, audio and video and stationery supplies % Seminars and work shops in the field of writing and film production

Collectibles:

Code/Matter No.	MarkName	Country	Status	Application Number	Registration Number	Goods
FWMED 6	ANTIQUER TRADER	United States	Registered	76/241,292	2,624,028	periodic newspaper featuring antiques and collectibles, series of books featuring antiques and collectibles
FWMED 173	BANK NOTE REPORTER	United States	Registered	85/223,604	4,457,236	Magazines featuring collectible paper money, stocks, and bonds from around the world
FWMED 86	CICF & Design	United States	Registered	73/469,092	1,343,194	conducting a trade show for coin collectors

FWMED 475	COIN OF THE YEAR	International	Filed	A0074220		Conducting employee incentive awards programs to recognize outstanding coin design, workmanship, and marketing efforts
FWMED 87	COIN OF THE YEAR	United States	Registered	76/308,481	2,662,379	conducting awards programs to recognize outstanding coin design, workmanship, and marketing efforts
FWMED 480	COIN OF THE YEAR (Stylized)	China P.R.	Docketed			Conducting awards programs to recognize outstanding coin design, workmanship, and marketing efforts
FWMED 43	COIN PRICES COMPLETE GUIDE TO U.S. COIN VALUES Stylized	United States	Registered	75/770,757	2,410,327	magazines published periodically relating to collectible US coins
FWMED 46	COINS Stylized	United States	Registered	75/770,756	2,410,326	magazines published periodically relating to numismatics and US coins
FWMED	COLLECT.COM	Canada	Registered	1,280,023	TMA763063	Dissemination of advertising of others relating to hobby and collectible items via the internet % Providing information in the field of hobby and collectible items via the internet
FWMED 88	COLLECT.COM	United States	Registered	78/647,156	3,090,393	Providing information in the field of hobby and collectible items via the Internet
FWMED 69	CPMX BANK NOTE REPORTER & Design	United States	Registered	75/770,754	2,491,858	arranging and conducting trade shows regarding paper money collectibles
FWMED 53	GOLDMINE	United States	Registered	76/107,881	2,821,953	magazines published periodically relating to collectible records and compact discs and popular music
FWMED 127	MILITARY TRADER	United States	Registered	77/056,099	3,285,264	newspaper featuring antiques and collectibles
FWMED 128	MILITARY TRADER Stylized	United States	Registered	74/599,786	1,928,301	Newspaper featuring antiques and collectibles
FWMED 129	MILITARY VEHICLES MAGAZINE & Design	United States	Registered	76/074,224	2,565,044	magazines published periodically relating to military vehicles

FWMED 131	NUMISMASTER	United States	Registered	78/943,980	3,386,920	providing an online computer database featuring trade information in the fields of coins, coin collecting, paper money, and paper money collecting, providing trade information in the field of coins, coin collecting, paper money, and paper money collecting via the the Internet % providing online forums for discussions, namely, for transmission of messages among computer users concerning the field of coins, coin collecting, paper money, and paper money collecting
FWMED 132	NUMISMASTER COM & Design	United States	Registered	77/976,263	3,550,217	Providing an online computer database featuring trade information in the field of coins, coin collecting, paper money, and paper money collecting, providing trade information in the field of coins, coin collecting, paper money, and paper money collecting via the Internet
FWMED 133	NUMISMATIC NEWS	United States	Registered	75/271,323	2,190,531	magazines relating to coin collecting
FWMED 134	OLD CARS Stylized	United States	Registered	76/068,717	2,522,021	magazines published periodically relating to antique and other collectible cars, pricing for antique and other collectible cars, and advertisements for parts and accessories for antique and other collectible cars
FWMED 276	SPORTS COLLECTORS DIGEST	United States	Registered	85/774,371	4,383,094	magazines published periodically relating to the sports collectibles industry
FWMED 52	KP	United States	Registered	76/268,667	2,787,967	series of books and price guides relating to antiques and other collectibles, coins