

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM551134

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Assignment Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meredith Corporation		10/18/2019	Corporation: IOWA
TI Gotham Inc. f/k/a Time Inc.		10/18/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Ad Practitioners, LLC		
Street Address:	Metro Office Park, Bldg 7, Calle 1, Suite 204		
City:	Guaynabo		
State/Country:	PUERTO RICO		
Postal Code:	00968		
Entity Type:	Limited Liability Company: PUERTO RICO		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	88227680	RETIRE WITH MONEY	
Registration Number:	4522088	MONEY	
Registration Number:	1001798	MONEY	
Registration Number:	3060419	MONEY	
Registration Number:	3555474	MONEY	
Registration Number:	2722926	MONEY	
Registration Number:	5370169	MONEY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7872741212		
Email:	mtrelles@pmalaw.com		
Correspondent Name:	María D. Trelles Hernández		
Address Line 1:	Popular Center 19th Floor		
Address Line 2:	208 Ponce de León Avenue		
Address Line 4:	San Juan, PUERTO RICO 00918		
NAME OF SUBMITTER:	María D. Trelles		
SIGNATURE:	/María D. Trelles/		

OP \$190.00 88227680

DATE SIGNED:	11/27/2019
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Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”), dated as of October 18, 2019, is made by and among Meredith Corporation, an Iowa corporation, and TI Gotham Inc. f/k/a Time Inc., a Delaware corporation (each a “Seller” and, collectively, the “Sellers”) and Ad Practitioners, LLC, a Puerto Rico limited liability company (the “Buyer”). The Sellers and the Buyer shall be referred to herein from time to time as the “Parties” and each, a “Party.” Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of October 18, 2019, by and among the Sellers and the Buyer (the “Purchase Agreement”), the Sellers have agreed to transfer, assign, and deliver to the Buyer the Acquired Assets and the Buyer has agreed to purchase and acquire the Acquired Assets, all in accordance with the terms set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, *inter alia*, the Sellers have agreed to assign to the Buyer and the Buyer has agreed to acquire from the Sellers, those certain domain names, trademarks, and copyrights set forth therein (such domain names, trademarks, and copyrights constituting a part of the Acquired Assets) (as also listed on Exhibit A, Exhibit B, and Exhibit C hereto).

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, 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. Each Seller, as applicable, hereby transfers and assigns to the Buyer the following:

a. the Internet domain names listed on Exhibit A hereto (the “Assigned Domain Names”);

b. all unregistered and registered trademarks and service marks, trademark and service mark applications, common law trademarks and service marks, trade dress and logos, trade names, business names, corporate names, product names and other source or business identifiers and the goodwill associated with any of the foregoing and any renewals and extensions of any of the foregoing of such Seller used primarily in the Business, including those listed on Exhibit B hereto (the “Assigned Trademarks”); and

c. all copyrights and all other rights with respect to works of authorship, and all copyright registrations thereof and applications therefor and renewals, extensions and reversions thereof, and all other rights corresponding thereto throughout the world (including all moral and economic rights, however denominated) of such Seller used primarily in the Business, including those listed on Exhibit C (the “Assigned Copyrights,” and, together with the Assigned Domain Names and Assigned Trademarks, the “Assigned IP”).

2. Recordation and Further Actions.

a. Each Seller, as applicable, hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this IP Assignment Agreement upon request by the Buyer.

b. Following the Closing, upon the Buyer's request, each Seller, as applicable, will take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto. The transfer and assignment of the Assigned Domain Names shall be deemed to have been perfected for purposes of the preceding sentence when: (i) the Buyer's registrar has confirmed the transfer; (ii) the applicable WHOIS database identifies the Buyer or the Buyer's representative as the registrant of the Assigned Domain Names; and (iii) the Buyer has administrative and technical access to the Assigned Domain Names and sole control over the locations to which the Assigned Domain Names refer visitors.

3. Further Assurances. Each Seller agrees to: (a) cooperate with Buyer in taking any action which Buyer reasonably requests to perfect or enforce Buyer's rights hereunder, and (b) execute, when requested, any other documents reasonably requested by Buyer in connection therewith.

4. Terms of the Asset Purchase Agreement. This IP Assignment Agreement is intended to evidence the consummation of the transfer and assignment by the Sellers to the Buyer of the Assigned IP, as contemplated by the Purchase Agreement and pursuant to the terms thereof which are hereby incorporated by reference into this IP Assignment Agreement. Each Seller and the Buyer, by their execution of this IP Assignment Agreement, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any Party under the Purchase Agreement shall be deemed to be enlarged, modified, or altered in any way by this IP Assignment Agreement. In the event of any inconsistencies or ambiguities between this IP Assignment Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall govern.

5. Miscellaneous. This IP Assignment Agreement shall inure to the benefit of the Parties and their respective successors and assigns, and shall be binding upon and enforceable against the Parties and their respective successors and assigns. This IP Assignment Agreement 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 provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware. Neither Buyer nor Sellers intend that this IP Assignment Agreement shall benefit or be enforceable by any Person other than Buyer and Sellers and their respective successors and permitted assigns.

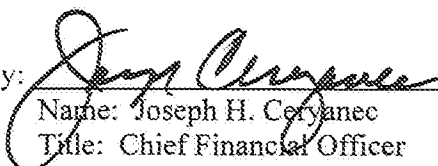
6. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment Agreement by facsimile or scanned page (including .PDF) shall be as effective as delivery of a manually executed counterpart to this IP Assignment Agreement.

[Remainder of page intentionally left blank.]

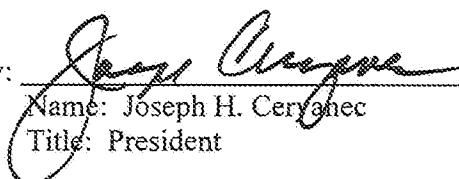
IN WITNESS WHEREOF, the Parties have executed and delivered this Intellectual Property Assignment Agreement as of the day and year first above written.

SELLERS:

MEREDITH CORPORATION

By: 
Name: Joseph H. Ceryanec
Title: Chief Financial Officer

TI GOTHAM INC.

By: 
Name: Joseph H. Ceryanec
Title: President

[Signature Page to Intellectual Property Assignment Agreement]

IN WITNESS WHEREOF, the Parties have executed and delivered this Intellectual Property Assignment Agreement as of the day and year first above written.

BUYER:

AD PRACTITIONERS, LLC

By: 
Name: Gregory C. Powel
Title: Chief Executive Officer

[Signature Page to Intellectual Property Assignment Agreement]

EXHIBIT A

Domain Name	Paid Through Date	Registry	Registrant
americansandtheirmoney.com	9/24/2020	Mark Monitor	Meredith Corporation
bestplacetolive.com	3/27/2021	Mark Monitor	Meredith Corporation
dearmoney.com	3/29/2021	Mark Monitor	Meredith Corporation
magazinemoney.com	5/22/2021	Mark Monitor	Meredith Corporation
mfmag.com	4/26/2021	Mark Monitor	Meredith Corporation
mfonline.com	10/13/2020	Mark Monitor	Meredith Corporation
money.asia	17/04/2020	EuroDNS S.A	Time Inc.
money.com	4/11/2021	Mark Monitor	Meredith Corporation
money.es	15/09/2020	EuroDNS S.A	Time Inc
money.mobi	9/5/2020	EuroDNS S.A	Time Inc.
money.us	5/15/2020	Mark Monitor	Meredith Corporation
money02.com	9/24/2020	Mark Monitor	Meredith Corporation
money04.com	9/24/2020	Mark Monitor	Meredith Corporation
moneyandmainstreet.com	5/7/2021	Mark Monitor	Meredith Corporation
moneyb2b.com	11/1/2020	Mark Monitor	Meredith Corporation
moneybd.com	11/1/2020	Mark Monitor	Meredith Corporation
moneybestplaces.com	9/25/2021	Mark Monitor	Meredith Corporation
moneyconnects.com	4/3/2020	Mark Monitor	Meredith Corporation
moneydaily.com	5/3/2021	Mark Monitor	Meredith Corporation
moneyexaminer.com	4/3/2020	Mark Monitor	Meredith Corporation
moneyforteens.com	9/24/2020	Mark Monitor	Meredith Corporation
moneyforwomen.net	8/9/2020	Mark Monitor	Meredith Corporation
moneyinformer.com	9/30/2020	Mark Monitor	Meredith Corporation
moneyintelligencer.com	4/3/2020	Mark Monitor	Meredith Corporation
moneyist.com	11/28/2020	Mark Monitor	Meredith Corporation
moneylibrary.com	9/30/2020	Mark Monitor	Meredith Corporation
moneymag.asia	1/3/2020	EuroDNS S.A	Time Inc.
moneymag.cn	18/02/2020	EuroDNS S.A	Time Inc.
moneymag.co.kr	3/23/2020	Mark Monitor	Whois Corp.
moneymag.com	7/12/2021	Mark Monitor	Meredith Corporation
moneymag.com.cn	03/10/2020	EuroDNS S.A	Time Inc.
moneymag.eu	29/03/2020	EuroDNS S.A	Time Magazines Europe Ltd.
moneymag.kr	4/17/2021	MarkMonitor	Whois Co., Ltd.
moneymag.lt	17/05/2020	EuroDNS S.A	Time Inc.
moneymagasine.com	3/13/2020	Mark Monitor	Meredith Corporation
moneymagazine.asia	1/3/2020	EuroDNS S.A	Time Inc.
moneymagazine.co.kr	3/23/2020	MarkMonitor	Time Inc.
moneymagazine.eu	29/03/2020	EuroDNS S.A	Time Magazines Europe Ltd.
moneymagazine.kr	4/17/2021	MarkMonitor	WHOIS Co.,Ltd.
moneymagazine.lt	17/05/2020	EuroDNS S.A	Time Inc
moneymagazine.com	2/17/2021	Mark Monitor	Meredith Corporation
moneymagstore.com	12/16/2019	Mark Monitor	Meredith Corporation
moneymail.com	3/28/2021	Mark Monitor	Meredith Corporation
moneymatterspanel.com	9/10/2021	Mark Monitor	Meredith Corporation
moneymediakit.com	11/10/2020	Mark Monitor	Meredith Corporation
moneyoncampus.com	9/8/2020	Mark Monitor	Meredith Corporation

Domain Name	Paid Through Date	Registry	Registrant
moneyoutlook.com	3/26/2021	Mark Monitor	Meredith Corporation
moneypayonline.com	11/20/2019	Mark Monitor	Meredith Corporation
moneyreprints.com	12/18/2020	Mark Monitor	Meredith Corporation
moneyretirement.com	9/25/2020	Mark Monitor	Meredith Corporation
moneys2cents.com	6/10/2020	Mark Monitor	Meredith Corporation
moneysbest.com	8/7/2020	Mark Monitor	Meredith Corporation
moneysbest.net	8/7/2020	Mark Monitor	Meredith Corporation
moneysbestplaces.com	8/7/2020	Mark Monitor	Meredith Corporation
moneysbestplaces.net	8/7/2020	Mark Monitor	Meredith Corporation
moneyseminar.com	9/24/2020	Mark Monitor	Meredith Corporation
moneystwocents.com	6/10/2020	Mark Monitor	Meredith Corporation
moneysummit2003.com	7/23/2020	Mark Monitor	Meredith Corporation
moneysummit2004.com	7/23/2020	Mark Monitor	Meredith Corporation
moneysummit2005.com	7/23/2020	Mark Monitor	Meredith Corporation
moneysummit2006.com	7/23/2020	Mark Monitor	Meredith Corporation
moneysummit2007.com	7/25/2020	Mark Monitor	Meredith Corporation
moneysummit2008.com	7/23/2020	Mark Monitor	Meredith Corporation
moneysummit2009.com	7/23/2020	Mark Monitor	Meredith Corporation
moneysummit2010.com	7/23/2020	Mark Monitor	Meredith Corporation
moneytakecharge.com	6/17/2020	Mark Monitor	Meredith Corporation
moneyweeklytip.com	2/27/2020	Mark Monitor	Meredith Corporation
money-whatsnext.com	8/19/2021	Mark Monitor	Meredith Corporation
moneywomen.com	1/20/2020	Mark Monitor	Meredith Corporation
moneywomen.eu	29/03/2020	Mark Monitor	Time Magazines Europe Ltd.
moneyyourbestplace.com	9/3/2020	Mark Monitor	Meredith Corporation
mutual-funds.biz	3/26/2020	Mark Monitor	Meredith Corporation
mutual-funds.com	10/13/2020	Mark Monitor	Meredith Corporation
mutualfunds.info	7/31/2021	Mark Monitor	Meredith Corporation
mutual-funds.info	7/31/2021	Mark Monitor	Meredith Corporation
mutual-funds.us	4/23/2020	Mark Monitor	Meredith Corporation
mutualfundsmag.biz	11/18/2020	Mark Monitor	Meredith Corporation
mutualfundsmag.info	3/29/2021	Mark Monitor	Meredith Corporation
mutualfundsmag.us	4/23/2020	Mark Monitor	Meredith Corporation
mutualfundsmagazine.com	8/9/2020	Mark Monitor	Meredith Corporation
mutualfundsmagazine.tv	3/12/2019	eNom Inc.	Meredith Corporation
mymoney.com	9/4/2020	Mark Monitor	Meredith Corporation
renewmoney.com	11/20/2019	Mark Monitor	Meredith Corporation
retirementscope.com	4/3/2020	Mark Monitor	Meredith Corporation
retiremoney.com	3/28/2021	Mark Monitor	Meredith Corporation
retirewithmoney.com	9/30/2020	Mark Monitor	Meredith Corporation
retirewithmoney.eu	29/03/2020	Mark Monitor	Time Magazines Europe Ltd.
rulesofinvesting.com	9/25/2020	Mark Monitor	Meredith Corporation
rulesofinvesting.eu	29/03/2020	EuroDNS S.A	Time Magazines Europe Limited
stockweekly.com	6/12/2021	Mark Monitor	Meredith Corporation
the-insiders.com	12/14/2020	Mark Monitor	Meredith Corporation
your401k.com	3/30/2021	Mark Monitor	Meredith Corporation

EXHIBIT B

Registered Trademarks:

Trademarks	Owner	Registration No.	Country	Registration Date
MONEY	TI Gotham Inc.	122.425	Austria	18-Nov-88
MONEY	TI Gotham Inc.	315994	Benelux	29-Jan-83
MONEY	TI Gotham Inc.	BAZR96538	Bosnia & Herzegovina	25-May-98
MONEY	TI Gotham Inc.	18410	Bulgaria	19-Apr-90
MONEY	TI Gotham Inc.	223,483	Canada	7-Oct-77
MONEY	TI Gotham Inc.	175,375	China	15-Apr-83
MONEY	TI Gotham Inc.	Z931416N	Croatia	28-Mar-90
MONEY	TI Gotham Inc.	3646/1975	Denmark	12-Sep-85
MONEY	TI Gotham Inc.	66984	Finland	5-Jan-88
MONEY	TI Gotham Inc.	1223821	France	7-Jan-83
MONEY	TI Gotham Inc.	IDM000088513	Indonesia	21-May-87
MONEY	TI Gotham Inc.	666276	Italy	8-Feb-93
MONEY	TI Gotham Inc.	35400	Kosovo	12-Nov-90
MONEY	TI Gotham Inc.	04312	Macedonia	9-Dec-96
MONEY	TI Gotham Inc.	287984	Mexico	23-May-83
MONEY	TI Gotham Inc.	90438	Norway	22-Feb-84
MONEY	TI Gotham Inc.	67.402	Poland	23-Mar-90
MONEY	TI Gotham Inc.	238595N	Portugal	5-Feb-92
MONEY	TI Gotham Inc.	145009	Republic of Korea (South)	14-Sep-87
MONEY	TI Gotham Inc.	16564	Romania	16-Aug-90
MONEY	TI Gotham Inc.	35400	Serbia	12-Nov-90
MONEY	TI Gotham Inc.	9470808	Slovenia	13-Oct-95
MONEY	TI Gotham Inc.	1529563	Spain	7-Nov-89
MONEY	TI Gotham Inc.	143658	Sweden	29-Jun-83
MONEY	TI Gotham Inc.	273519	Switzerland	6-Sep-74
MONEY	TI Gotham Inc.	4522088	United States of America	29-Apr-14
MONEY	TI Gotham Inc.	1001798	United States of America	14-Jan-75
MONEY	TI Gotham Inc.	3060419	United States of America	21-Feb-06
MONEY	TI Gotham Inc.	3555474	United States of America	30-Dec-08
MONEY	TI Gotham Inc.	35400	Yugoslavia	12-Nov-90
MONEY (Copyright/Reserva)	TI Gotham Inc.	04-2016-020411321900	Mexico	23-Oct-06
MONEY LOGO	TI Gotham Inc.	129772	Hungary	20-Feb-90
MONEY LOGO (REVISED)	TI Gotham Inc.	2722926	United States of America	10-Jun-03

Trademarks	Owner	Registration No.	Country	Registration Date
MONEY	TI Gotham Inc.	5370169	United States of America	02-Jan-18

Pending Trademark Applications:

Trademark	Owner	Country	Application No.	Application Date
MONEY	TI Gotham Inc.	Hong Kong	301060703	27-Feb-08
RETIRE WITH MONEY	TI Gotham Inc.	United States	88227680	13-Dec-18

Unregistered Trademarks: Solely with respect to the Business, all unregistered words, phrases, logos, or other graphic symbols used by Sellers in the Business to distinguish the specific products of the Business from those of others.

EXHIBIT C

Registered Copyrights: See the list of copyrights attached hereto as Annex A, which is hereby incorporated by reference.

Unregistered Copyrights: Solely with respect to the Business, all copyrights in all articles, photographs, illustrations, and other content constituting copyrightable subject matter, in each case of the Business, to the extent not registered or included in or otherwise covered by Seller's group registration of issues of *Money* magazine.