

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569954

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900542149

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bonnier Active Media, Inc.		04/30/2013	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Cruz Bay Publishing, Inc.
Street Address:	5720 Flatiron Parkway
City:	Boulder
State/Country:	COLORADO
Postal Code:	80301
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1630827	SKI MAGAZINE

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

ATTORNEY DOCKET NUMBER:	27932-00356
NAME OF SUBMITTER:	Virginia Powell
SIGNATURE:	/Virginia Powell/
DATE SIGNED:	04/01/2020

Total Attachments: 16

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ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of April 30, 2013 (the "Agreement"), among ACTIVE INTEREST MEDIA, INC., a Delaware corporation ("Parent"), CRUZ BAY PUBLISHING, INC., a Delaware corporation and a wholly-owned subsidiary of Parent ("Buyer"), and BONNIER ACTIVE MEDIA, INC. and WARREN MILLER ENTERTAINMENT, INC. (collectively, "Seller").

WHEREAS, Seller is engaged in an integrated media business which publishes "SKI", "Skiing" and "SnoWorld" magazines (the "Publications"); produces movies, films, videos, programs and events of Warren Miller Entertainment ("WME"), produces the events of NASTAR ("NASTAR", and collectively with WME, the "Productions"), owns, operates and maintains various web sites and search engines, including www.skinet.com and www.nastar.com ("Web Sites"); and produces, markets and sells products and services, conducts other marketing initiatives, related to the Publications, the Productions and the Web Sites (collectively, the "Business"); and

WHEREAS, the parties desire that the Seller sell, assign, transfer, convey and deliver to Buyer, and that Buyer purchase and acquire from the Seller, all of the right, title and interest of the Seller in and to the Business and the Purchased Assets (as hereinafter defined), and that Buyer assume the Assumed Liabilities (as hereinafter defined), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations and warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

1.1 Definitions.

Capitalized terms used in this Agreement shall have the meaning ascribed to such terms in this Agreement or Exhibit A to this Agreement, which is hereby incorporated by reference into and made a part of this Agreement.

1.2 Interpretation.

(a) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term and vice versa, and words denoting either gender shall include both genders as the context requires. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(b) The words "hereof", "herein" and "hereby" and similar words shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(c) Reference to any Law means such Law as amended, modified, codified, replaced or reenacted, and all rules and regulations promulgated thereunder.

(d) The parties have participated jointly in the negotiation and drafting of this Agreement and the Ancillary Agreements. Any rule of construction or interpretation otherwise requiring this Agreement or the Ancillary Agreements to be construed or interpreted against any party by virtue of the authorship of this Agreement or the Ancillary Agreements shall not apply to the construction and interpretation hereof and thereof.

ARTICLE II. PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Assets.

Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer and Buyer shall purchase, acquire and accept from Seller, free and clear of all Liens except for Permitted Liens, the entire right, title and interest of Seller and its Subsidiaries in, to and under the Purchased Assets. "Purchased Assets" or "Assets" shall mean the assets, properties and rights of every kind and description, real, personal and mixed, tangible and intangible that are Related to the Business, other than the Excluded Assets, wherever situated, now existing or hereafter acquired, whether or not reflected on the books or financial statements of Seller, including, but not limited to:

- (a) all Inventory;
- (b) all Equipment, including all computers and software;
- (c) all Intellectual Property, including all Third Party Licenses and Seller Licenses and associated payments received after the Closing Date;
- (d) the Contracts as set forth on Schedule 2.1(d) (the "Assigned Contracts");
- (e) the Leases set forth on Schedule 2.1(f) (the "Assigned Leases"), including the lease on the Seller's Boulder, Colorado office (the "Boulder Lease");
- (f) all Books and Records;
- (g) all Prepaid Expenses, including at least \$250,000 in editorial buy-outs and miscellaneous prepaid expenses, and all 2013 budgeted production expenses for WME, including all Prepaids anticipated by Section 6.10;
- (h) to the extent transferable, all Authorizations and Environmental Permits;
- (i) all supplies, sales and promotional literature, display units, telephone and fax numbers;
- (j) all claims, causes of action, choses in action, rights of recovery and rights under all warranties, representations and guarantees made by suppliers of products or equipment, or components thereof, or arising from or relating to the Purchased Assets;

"Indemnification Cap" has the meaning set forth in Section 10.4(a) hereof.

"Indemnification Claim Notice" has the meaning set forth in Section 10.5(a) hereof.

"Indemnification Threshold" has the meaning set forth in Section 10.4(a) hereof.

"Indemnified Party" means any Person which is seeking indemnification from an Indemnitor pursuant to the provisions of this Agreement.

"Indemnifying Party" means any party hereto from which any Indemnified Party is seeking indemnification pursuant to the provisions of this Agreement.

"Intellectual Property" means (A) Proprietary Information, (B) Marks, (C) documentation, advertising copy, marketing materials, specifications, mask works, drawings, graphics, databases, recordings, films, programs and videos (in any format), video footage (archival or otherwise), manuscripts, books, plans, drawings and other works of authorship, whether or not protected by copyright, and whether or not such copyright is registered, (D) source code, object code, data and operating files, user manuals, documentation, flow charts, algorithms, compilers, development tools, maintenance records and other materials related to computer programs, (E) domain names, e-mail addresses, telephone numbers and other addresses, and (F) all Intellectual Property Rights related to the foregoing.

"Intellectual Property Rights" means all forms of legal rights and protections that may be obtained for, or may pertain to, the Intellectual Property set forth in (A) through (E) of the definition of Intellectual Property in any country of the world, including, without limitation, all right, title and interest arising under any Law to all: (A) Patents, (B) trade secret and equivalent rights in Proprietary Information, (C) copyrights (whether registered or not), mask works, moral rights or other literary property or authors rights, (D) rights regarding trademarks and other proprietary indicia, (E) any similar, corresponding or equivalent rights relating to intangible intellectual property, and (F) all applications, registrations, issuances, divisions, continuations, renewals, reissuances and extensions of the foregoing.

"Interim Financials" has the meaning set forth in Section 4.4(a) hereof.

"Inventory" means all inventory of Seller, wherever located, including all finished goods, work in process, raw materials, spare parts, maintenance supplies, wrapping, packaging materials, and all other similar materials and supplies.

"IP Assignment" has the meaning set forth in Section 3.2(c) hereof.

"IRCA" has the meaning set forth in Section 4.20(c) hereof.

"Knowledge" of Seller or any similar phrase means, with respect to any fact or matter, the actual knowledge of executive level officers or employees of the Seller or the Business.

"Law" means any statute, law (including common law), constitution, treaty, ordinance, code, order, decree, judgment, rule, regulation and any other binding requirement or determination of any Governmental Entity.

"Lease(s)" has the meaning set forth in Section 4.19(b) hereof.

"Liabilities" means any liabilities, obligations or commitments of any nature whatsoever.

"Lien" means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest or other encumbrance in respect of such property or asset.

"Liquidity Event" means any: (a) transaction or series of transactions pursuant to which any independent third-party(ies), in the aggregate acquire: (i) capital stock representing at least a majority of the capital stock of Parent or Buyer or capital stock of Parent or Buyer possessing the voting power (excluding voting rights accruing only in the event of a breach or default) to elect a majority of Parent's or Buyer's board of directors; or (ii) all or substantially all of the assets of Parent (determined on a consolidated basis) or Buyer; or (b) any merger, consolidation or reorganization to which Parent or Buyer is a party or a constituent corporation, unless, after giving effect to such merger, consolidation or reorganization, the holders of Parent's outstanding capital stock immediately prior to such merger, consolidation or reorganization hold, directly or indirectly, the voting power (excluding voting rights accruing only in the event of a breach or default) in Parent or Buyer (or the surviving or resulting person) to elect a majority of the board of directors (or other comparable governing body) of Parent or Buyer (or of the surviving or resulting person).

"Liquidity Event Agreement Date" is the date of the binding agreement governing the transaction which constitutes a Liquidity Event hereunder.

"Losses" means losses, damages, claims (including, without limitation, third-party claims), charges, interest, penalties, damages, Taxes, costs and expenses (including, without limitation, legal, consultant, accounting and other professional fees), but excluding any punitive, incidental, consequential, special or indirect damages, diminution in value or loss of business reputation or opportunity.

"Marks" means trademarks and service marks (whether or not registered), trade mark and service mark registrations and applications therefor, all assumed fictional business names, trade names, logos, trade dress and other proprietary indicia of source and all goodwill associated with any of them.

"Material Adverse Effect" means a material adverse effect on the Purchased Assets or the Business, excluding effects arising out of or resulting from changes in the general economy, acts of war or terrorism, general market conditions, or the announcement of the Acquisition, the execution of this Agreement or the consummation of the transactions anticipated hereby.

"Material Contract" has the meaning set forth in Section 4.12 hereof.

"Order" has the meaning set forth in Section 4.14(b) hereof.

"Parent" means Active Interest Media, Inc., the ultimate sole shareholder of Buyer.

"Patents" shall mean all patents and patent applications and registered designs and registered design applications, including industrial design registrations and applications, that are

4.9 Business Authorizations.

There are no Authorizations which are required or otherwise necessary for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets.

4.10 Intellectual Property.

(a) The Seller Disclosure Schedule lists (by name, owner and, where applicable, registration number and jurisdiction of registration, application, certification or filing) all Intellectual Property that is: (i) owned by Seller Related to the Business and material to the Business, including, without limitation, all names, trade names, marks, domain names, and logos which include "SKI," "Skiing," "SnoWorld," "NASTAR," "Warren Miller," "WME," www.skinet.com and www.nastar.com or any colorable imitations thereof; or (ii) that is Related to the Business and is registered with the U.S. Patent and Trademark Office, the U.S. Copyright Office, a comparable Government Entity, or an Internet domain name registrar ("Seller's Material Intellectual Property"). Seller does not hold or maintain any Patents. All Marks Related to the Business that have been registered with the United States Patent and Trademark Office are currently in compliance with applicable legal requirements, are valid and enforceable, and are not subject to any maintenance fees or Taxes or actions falling due within 90 days after the Closing Date. All copyrights Related to the Business that have been registered are currently in compliance with applicable legal requirements, are valid and enforceable, and are not subject to any maintenance fees or Taxes or actions falling due within 90 days after the Closing Date.

(b) The Seller Disclosure Schedule lists all licenses, sublicenses and other agreements that are included as Purchased Assets ("Third Party Licenses") pursuant to which Seller is authorized to use any Intellectual Property owned by a third party ("Third Party Intellectual Property") in connection with the Business other than Third Party Licenses that consist solely of "shrink wrap" and similar commercially available end user licenses. Buyer accepts and acknowledges that Seller will not be able to provide complete copies or a comprehensive list of all Third Party Licenses pursuant to which Third Party Intellectual Property is used, such as contracts or agreements relating to the creation, authorship, production, or contribution of written or photographic content by freelance or contributing writers, photographers, artists, and the like for the Business, including without limitation freelance agreements, contributor agreements, and/or independent contractor agreements under which the freelancer, contributor, or independent contractors contributed or licensed written or photographic content to Seller for use in or by the Business ("Editorial Contributor Contracts").

(c) The Seller Disclosure Schedule lists all material licenses, sublicenses and other agreements that are included as Purchased Assets ("Seller Licenses") pursuant to which a third party is authorized to use any of Seller's Material Intellectual Property Related to the Business.

(d) The Seller Disclosure Schedule lists and summarizes any royalties paid or received by Seller in connection with Third Party Licenses or Seller Licenses.

Trademarks

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/CANCELLATION
A SKI Magazine Program (Design)	Bonnier Active Media, Inc.	See class description	Active	0675404	TMA398545	Canada	02/11/1991	05/22/1992	
DESCRIPTION OF CLASS: Organization, development, promotion, merchandising, administration, management, advertising, and operation of competitive skiing events.									
Adventures of Zimmo (Design Mark)	Warren Miller Entertainment, Inc.	9	Active	78074324	2777828	U.S.A.	07/17/2001	10/28/2003	
DESCRIPTION OF CLASS: Class 9: Pre-recorded videocassettes featuring entertainment and information of general interest to parents and children									
ADVERTISER INFOLINK	Time4 Media, Inc.	35	Abandoned	75696655	2526225	U.S.A.	05/03/1999	01/01/2002	08/03/2012
DESCRIPTION OF CLASS: Class 35: promoting the goods and services of others via a web page on the global computer network, namely providing advertiser information									
Freeze	Bonnier Active Media, Inc.	41	Abandoned	77389111		U.S.A.	07/05/2008		10/17/2011
DESCRIPTION OF CLASS: Class 16: Online teen skiing magazine									
Go Bigger//Live Better	Bonnier Active Media, Inc.	16	Abandoned	78866886	3208929	U.S.A.	04/21/2006	02/13/2007	02/13/2013
DESCRIPTION OF CLASS: Class 16: Magazines featuring topics of sports, athletic training, travel, and lifestyles									
Halfpipe Jam	Bonnier Active Media, Inc.	41	Abandoned	76084291	2566760	U.S.A.	07/06/2000	05/07/2002	05/07/2012
DESCRIPTION OF CLASS: Class 41: entertainment exhibitions in the nature of a freeskiing, skiing and snowboarding competition									
NASTAR	Bonnier Active Media, Inc.	16, 25, and 28 (Class 9 expired)	Active	73137402	1120914	U.S.A.	08/12/1977	06/26/1979	
DESCRIPTION OF CLASS: Class 16: ANNUAL SKI GUIDE AND DIRECTORY Class 25: T-SHIRTS Class 28: SKIING EQUIPMENT-NAMELY, RACING BANNERS, BIBS AND GATE PANELS Class 9: Documentary Films - Expired									
NASTAR	Bonnier Active Media, Inc.	41	Active	74136253	1726359	U.S.A.	02/04/1991	10/20/1992	
DESCRIPTION OF CLASS: Class 41: Entertainment services; namely, conducting recreational ski races									
NASTAR	Bonnier Active Media, Inc.	See class description	Active	0529265	TMA335379	Canada	09/28/1984	12/18/1987	
DESCRIPTION OF CLASS: WARES: (1) Publications, namely an annual ski guide and directory, (2) Instructional and documentary films; t-shirts, and skiing equipment, namely racing banners, bibs and gate panels, ski bags, ski boot bags, and day packs. SERVICES: (1) Organization, development, administration, management and operation of competitive skiing events.									

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/ CANCELLATION
Ski	Bonnier Active Media, Inc.	16	Active	73011482	1002770	U.S.A.	01/21/1974	01/28/1975	
DESCRIPTION OF CLASS: Class 16: Magazine									
Ski	Bonnier Active Media, Inc.	16	Active	0433002	TMA255421	Canada	11/28/1978	01/30/1981	
DESCRIPTION OF CLASS: Class 16: Magazines									
Ski	Bonnier Active Media, Inc.	16	Active		903326248	Brazil	01/26/2011	03/22/2011	
DESCRIPTION OF CLASS: "Revistas [Periódicos]", in English "Magazines [periodicals]"									
SKI MAGAZINE	Bonnier Active Media, Inc.	16	Active	74034766	1630827	U.S.A.	02/28/1990	01/08/1991	
DESCRIPTION OF CLASS: Class 16: Magazines									
Ski Magazine's Mountain Home	Bonnier Active Media, Inc.	16	Active	78550604	3245416	U.S.A.	01/20/2005	05/22/2007	
DESCRIPTION OF CLASS: Class 16: magazines in the field of real estate, winter sports and outdoor activities									
Skilling	Bonnier Active Media, Inc.	36	Abandoned	75107334	2181119	U.S.A.	05/21/1996	08/11/1998	05/16/2009
DESCRIPTION OF CLASS: Class 36: credit card services; loan financing services, namely, dispensing cash against a credit line									
Skilling	Bonnier Active Media, Inc.	16	Active	72357462	909613	U.S.A.	04/20/1970	03/09/1971	
DESCRIPTION OF CLASS: Class 16: Magazines published 7 times a year.									
Skilling	Bonnier Active Media, Inc.	16	Active	1018105	TMA583412	Canada	06/14/1999	06/10/2003	
DESCRIPTION OF CLASS: Class 16: Magazines									
Skilling (Design)	Bonnier Active Media, Inc.	16	Active	0575157	TMA353371	Canada	12/22/1986	03/23/1989	
DESCRIPTION OF CLASS:									
SKINET	Bonnier Active Media, Inc.	42	Active	75047224	2083200	U.S.A.	01/23/1996	07/29/1997	
DESCRIPTION OF CLASS: Class 16: Magazines Class 42: computer services, namely, providing access to computer databases, computer bulletin boards, forums and chat groups in the field of mountain sports									


TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/ CANCELLATION
SNOWORLD	Warren Miller Entertainment, Inc.	16	Active	78510843	3035448	U.S.A.	11/03/2004	12/27/2005	
DESCRIPTION OF CLASS: Class 16: magazines in the field of skiing, winter sports and travel									
STN	Bonnier Active Media, Inc.	16	Active	75564825	2279479	U.S.A.	10/05/1998	09/21/1999	
DESCRIPTION OF CLASS: Class 16: Publication, namely, a magazine published quarterly featuring the skiing trade									
Warren Miller	Bonnier Active Media, Inc.	9 and 39	Active	75062698	2096710	U.S.A.	02/26/1996	09/16/1997	
DESCRIPTION OF CLASS: Class 9: Motion picture films and prerecorded video tape and/or discs on the subject of travel and sports and computer software containing sports footage and travel footage. Class 39: Travel services, namely, travel clubs, travel guide services, travel information services, and arranging travel tours.									
Warren Miller	Warren Miller Entertainment, Inc.	9	Active	78698019	3455321	U.S.A.	08/23/2005	06/24/2008	
DESCRIPTION OF CLASS: Class 9: Downloadable ring tones, ring backs, screensavers, graphics and music via a global computer network and wireless devices; pre-recorded audio visual recordings in the field of skiing, winter sports, and leisure activities									
Warren Miller	Warren Miller Entertainment, Inc.	38	Active	78698018	3412901	U.S.A.	08/23/2005	08/15/2008	
DESCRIPTION OF CLASS: Class 38: Communications and telecommunication services, namely, wireless broadband communications services; wireless communication services, namely, transmission of text, audio, video and graphics to mobile telephones; wireless electronic transmission of voice signals, data, images and information									
Warren Miller	Warren Miller Entertainment, Inc.	39, 41, 42	Active	78856776	3317579	U.S.A.	04/07/2006	10/23/2007	
DESCRIPTION OF CLASS: Class 39: Providing online information in the field of travel Class 41: Providing online information in the field of sports, skiing, travel, athletic competitions, films, snow, weather, music. Class 42: Providing online information in the field of weather.									
Warren Miller	Warren Miller Entertainment, Inc.	See class description	Active	1288235	TMA716192	Canada	02/01/2006	06/09/2008	
DESCRIPTION OF CLASS: WARES: (1) Pre-recorded audio-visual non-software recordings in the field of skiing, winter sports, and leisure activities. (2) Electronic game software for wireless devices. (3) Magazines and books in the field of skiing, winter sports, and leisure activities. (4) Downloadable ring tones, ring backs, screensavers, graphics via a global computer network and wireless devices; downloadable electronic publications in the nature of magazines in the field of skiing, winter sports and leisure activities. (5) Motion picture films and prerecorded non-software video tape and/or discs on the subject of travel and sports and computer software for storing and presenting sports footage and travel footage. SERVICES: (1) Arranging and organizing film tours; arranging and organizing entertainment events, namely concerts and skiing and snowboarding competitions; promoting the sale of goods and services through promotional contests; arranging for sponsors to affiliate goods and services with film tours, film exhibitions, concerts, and skiing and snowboarding competitions; arranging and organizing exhibitions featuring films. (2) Paging services, providing multiple user access to a global computer network, streaming of audio and video material on the Internet.									
Warren Miller's	Warren Miller Entertainment, Inc.	9	Active	78740057	3221805	U.S.A.	10/25/2005	03/27/2007	

TRADEMARK	OWNER OF MARK	CLASS (ES)	STATUS	SERIAL NUMBER	REG. NUMBER	COUNTRY	APP. DATE	REG. DATE	DATE OF ABANDONMENT/CANCELLATION
DESCRIPTION OF CLASS: Class 9: DVDs featuring sports and travel; Motion picture films about sports and travel; Pre-recorded CD's, video tapes, laser disks and DVD's featuring sports and travel									
Warren Miller's	Warren Miller Entertainment, Inc.	39 and 41	Active	78740125	3334548	U.S.A.	10/25/2005	11/13/2007	
DESCRIPTION OF CLASS: Class 39: Organization of travel Class 41: motion picture film production; organizing of events in the field of skiing, winter sports, and leisure activities; entertainment services in the nature of on-going television programs in the field of travel and sports.									
Warren Miller's	Bonnier Active Media, Inc.	16	Abandoned	75063301	2087095	U.S.A.	02/26/1996	08/12/1997	05/16/2008
DESCRIPTION OF CLASS: Class 16: Magazines and books on the subjects of sports and travel									
Warren Miller's Global Adventure	Warren Miller Entertainment, Inc.	41	Active	78074288	2764135	U.S.A.		09/16/2003	
DESCRIPTION OF CLASS: Class 41: Entertainment services in the nature of television broadcast programs featuring animals, travel and sports									
Warren Miller's Snowworld Logo	Bonnier Active Media, Inc.	16	Active	75398000	2192419	U.S.A.	11/21/1997	09/29/1998	
DESCRIPTION OF CLASS: Class 16: Magazine in the field of the ski and sports industry									
Warren Miller's The Power of Snow	Warren Miller Entertainment, Inc.	9	Active	78260992	2906377	U.S.A.	06/11/2003	11/30/2004	
DESCRIPTION OF CLASS: Class 9: Video recordings and video disks featuring skiing, snowboarding, daredevil stunts and winter sports									
Winter Lab	Bonnier Corporation	41	Active	77898091	3978959	U.S.A.	12/21/2009	06/14/2011	
DESCRIPTION OF CLASS: Class 41: Providing online magazines, books, newsletters, sections and columns in the field of testing of the snow gear of others for the purpose of certification									

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

BUYER:

CRUZ BAY PUBLISHING, INC.

By: 
Name: Brian Sellstrom
Title: Senior Vice President & Treasurer


SELLER:

BONNIER ACTIVE MEDIA, INC.

By: _____
Name:
Title:

PARENT:

ACTIVE INTEREST MEDIA, INC.

By: 
Name: Brian Sellstrom
Title: Senior Vice President & Treasurer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

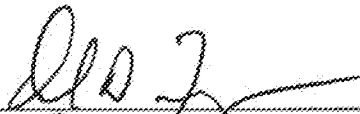
BUYER:

CRUZ BAY PUBLISHING, INC.


By: _____
Name:
Title:

SELLER:

BONNIER ACTIVE MEDIA, INC.

By: 
Name: Davis B. Friggone
Title: CEO

WARREN MILLER ENTERTAINMENT, INC.

By: 
Name: Davis B. Friggone
Title: CEO

PARENT:

ACTIVE INTEREST MEDIA, INC.

By: _____
Name:
Title:

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is dated and effective as of May 31, 2013 (the "Closing Date"), by and between **Bonnier Active Media, Inc.**, a New York corporation, and **Warren Miller Entertainment, Inc.**, a Delaware corporation (collectively, the "Assignor"), and **Cruz Bay Publishing, Inc.**, a Delaware corporation (the "Assignee").

RECITALS

A. Pursuant to the terms and conditions of that certain Asset Purchase Agreement, dated and effective as of April 30, 2013, by and among Assignee, Assignor and Active Interest Media, Inc., a Delaware corporation (the "Purchase Agreement"), Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets, all on the terms and conditions set forth in the Purchase Agreement.

B. Pursuant to the Purchase Agreement, Assignee has agreed to assume certain liabilities of Assignor.

C. Any and all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the recitals set forth above and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. As of the completion of the Closing on the Closing Date, Assignor hereby assigns, sells, transfers, conveys and sets over to Assignee all of Assignor's right, title, interest and obligation in and to the Purchased Assets and Assumed Liabilities, together with all right, title, interest and obligation in and to all products and proceeds thereof (collectively referred to herein as the "Assignment"). Assignee hereby accepts the Assignment and assumes and agrees to pay, fulfill, perform and otherwise discharge when due all of the duties, obligations, terms, provisions and covenants in connection with the Purchased Assets and Assumed Liabilities from and after the Closing on the Closing Date. Assignee does not assume the Excluded Liabilities.

2. Further Assurances. The parties hereto, from time to time, upon the other party's reasonable request and without further consideration, agree to execute and deliver such additional papers, instruments and documents and take such other actions reasonably requested to consummate and confirm the assignment and assumption and other transactions contemplated by this Agreement.

3. Relationship to Purchase Agreement. The scope, nature, and extent of the Purchased Assets and the Assumed Liabilities are expressly set forth in the Purchase Agreement. Nothing contained herein shall itself change, amend, extend or alter (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, establish or expand rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and this Agreement, the Purchase Agreement will control.

4. Amendment; Waiver. This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, which they may have against each other.

5. Governing Law. This Agreement shall be governed by the laws of the State of Michigan, without giving effect to any conflicts of law principles of another state.

6. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither party hereto may assign any of its rights or liabilities hereunder without the prior written consent of the other party hereto.


7. Counterparts; Facsimile Transmission. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with the intention that such delivery shall have the same effect as delivery of an original counterpart thereof.

[SIGNATURE PAGE FOLLOWS]

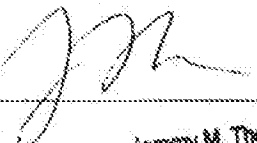
IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

ASSIGNOR:

Bonnier Active Media, Inc.,
a New York corporation

By: 
Name: Jeremy M. Thompson
Title: General Counsel

Warren Miller Entertainment, Inc.,
a Delaware corporation

By: 
Name: Jeremy M. Thompson
Title: General Counsel

ASSIGNEE:

Cruz Bay Publishing, Inc.,
a Delaware corporation

By: _____
Name: Brian Sellstrom
Its: Senior Vice President and Treasurer

DETROIT 27932-331 1279825v1

Assignment and Assumption Agreement

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

ASSIGNOR:

Bonnier Active Media, Inc.,
a New York corporation

By: _____

Name: _____

Title: _____

Warren Miller Entertainment, Inc.,
a Delaware corporation

By: _____

Name: _____

Title: _____

ASSIGNEE:

Cruz Bay Publishing, Inc.,
a Delaware corporation

By: _____

Name: Brian Sellstrom

Its: Senior Vice President and Treasurer

DETROIT 27932-331 1279625v1

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM569020

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900535317		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonnier Active Media, Inc.		04/30/2013	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Cruz Bay Publishing, Inc.		
Street Address:	5720 Flatiron Parkway		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1630827	SKI MAGAZINE	
CORRESPONDENCE DATA			
Fax Number:	8446706009		
<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:	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		
ATTORNEY DOCKET NUMBER:	27932-00356		
NAME OF SUBMITTER:	Virginia Powell		
SIGNATURE:	/Virginia Powell/		
DATE SIGNED:	03/26/2020		
Total Attachments: 10			
source=Asset Purchase Agreement#page1.tif			
source=Asset Purchase Agreement#page2.tif			
source=Asset Purchase Agreement#page3.tif			
source=Asset Purchase Agreement#page4.tif			