

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Simply Recipes, Inc.		09/23/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	About, Inc.		
Street Address:	1500 Broadway		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3293926	SIMPLY RECIPES	
Registration Number:	4497451	SIMPLY RECIPES	
Registration Number:	5402954	SIMPLY RECIPES	
Registration Number:	4497452		
Registration Number:	5402956		
CORRESPONDENCE DATA			
Fax Number:	2125894201		
<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:	212-589-4200		
Email:	bhipdocket@bakerlaw.com		
Correspondent Name:	Gerald J. Ferguson		
Address Line 1:	45 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10111-0100		
ATTORNEY DOCKET NUMBER:	047611.001314		
NAME OF SUBMITTER:	Gerald J. Ferguson		
SIGNATURE:	/Gerald J. Ferguson/		
DATE SIGNED:	12/11/2020		
Total Attachments: 4			

CH \$140.00 3293926

source=Simply Recipes - Trademark Assignment Agreement 2020-09-23#page1.tif
source=Simply Recipes - Trademark Assignment Agreement 2020-09-23#page2.tif
source=Simply Recipes - Trademark Assignment Agreement 2020-09-23#page3.tif
source=Simply Recipes - Trademark Assignment Agreement 2020-09-23#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of September 23, 2020 (this “**Assignment**”), is made and entered into by and among SIMPLY RECIPES, INC., a Delaware corporation (“**Assignor**”), and ABOUT, INC., a Delaware corporation (the “**Assignee**”). Assignor and Assignee are sometimes herein referred to collectively as the “**Parties**” and individually as a “**Party**.” Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement, by and between the Parties hereto, and certain other parties, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, Assignor operates a website containing recipes and information about cooking and other topics of interest, including through the use of the trademarks subject of the trademark applications and registrations set forth in Exhibit A hereto (the “**Marks**”); and

WHEREAS, Assignor desires to assign all right, title and interest in and to the Marks, together with all goodwill arising from or relating thereto, to Assignee, and Assignee desires to acquire same as successor to the business of the Assignor to which the Marks relate.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Assignor hereby irrevocably conveys, transfers, assigns, and delivers unto Assignee, absolutely and forever, its entire right, title, and interest in the United States and throughout the world, in and to the Marks, whether statutory or at common law, together with all goodwill arising from or related to the business symbolized by the Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its licensees, successors, assigns, and/or other legal representatives, including the right to sue for and receive all damages accruing from past, present and future infringement of the Marks, to be used as fully and entirely as such rights would have been held and enjoyed by each Assignor had this Assignment not been made.

2. Further Assurances. Assignor hereby agrees to take such actions and execute such documentation as may be required by any domestic or foreign intellectual property registrar or regulatory agency to transfer ownership of the Marks from Assignor to Assignee. Assignor hereby also agrees to execute such further assignments and related documents with respect to the Marks as Assignee shall reasonably request.

3. Recordation. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, or with respect to any foreign trademarks or service marks or applications or registrations for such marks the foreign equivalent as the case may be, to record Assignee as owner of the Marks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and permitted assigns.

5. Headings. The article and section headings of this Assignment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

6. Governing Law. The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment and the exhibits and schedules attached hereto, the determination of any contractual or non-contractual rights, duties or remedies of the parties arising out of or relating to this Assignment and the exhibits and schedules attached hereto, and the performance of the obligations imposed by this Assignment, 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.

7. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment or the application of any such provision to any Person or circumstance shall be held to be prohibited by or invalid, illegal or unenforceable under applicable Law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible.

8. Entire Agreement. This Assignment, the other transaction documents contemplated by the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding between the parties hereto and thereto with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings.

9. Amendments; No Waiver. Any provision of this Assignment may be waived or amended if, and only if, such amendment or waiver is in writing and signed by all of the parties. No failure by any party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Assignment, or to exercise any right or remedy consequent upon a breach hereof, shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition hereof.

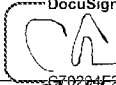
10. No Third Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto, their permitted assigns and nothing herein expressed or implied shall give or be construed to give any Person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

11. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile pdf or other electronic signature pages), all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

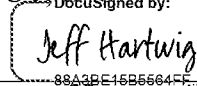
IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by its duly authorized representatives effective on the date first written above.

ASSIGNOR:

SIMPLY RECIPIES, INC.


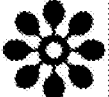
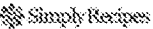
DocuSigned by:

By: _____
Name: Cliff Sharples
Title: Chief Executive Officer

ASSIGNEE:

ABOUT, INC.
DocuSigned by:

By: _____
Name: Jeff Hartwig
Title: Corporate Secretary

[Signature Page to Trademark Assignment Agreement]

EXHIBIT A
TRADEMARKS

Trademark	Owner	Class(es)	Country Name	Registration No.	Registration Date	Application No.	Filing Date
SIMPLY RECIPES	Simply Recipes, Inc.	43	United States	3293926	9/18/2007	78884156	5/16/2006
SIMPLY RECIPES	Simply Recipes, Inc.	41	United States	4497451	3/18/2014	86014422	7/18/2013
SIMPLY RECIPES	Simply Recipes, Inc.	41	United States	5402954	2/13/2018	87277002	12/21/2016
Simply Recipes (design) 	Simply Recipes, Inc.	41	United States	4497452	3/18/2014	86014432	7/18/2013
Simply Recipes (design) 	Simply Recipes, Inc.	41	United States	5402956	2/13/2018	87277062	12/21/2016
SIMPLY RECIPES	Simply Recipes, Inc.	43	Canada	TMA871007	2/10/2014	1578767	5/23/2012
Simply Recipes (design) 	Simply Recipes, Inc.	43	United Kingdom	3037049	4/11/2014	3037049	1/8/2014
SIMPLY RECIPES	Simply Recipes, Inc.	41	South Africa	2014/16213	7/29/2016	2014/16213	6/25/2014
SIMPLY RECIPES	Simply Recipes, Inc.	43	South Africa	2014/16214	7/29/2016	2014/16214	6/25/2014
SIMPLY RECIPES	Simply Recipes, Inc.	43	International Bureau (WIPO)	1132708	6/6/2012	1132708	6/6/2012
SIMPLY RECIPES	Simply Recipes, Inc.	43	Australia	1522125	6/6/2012	1132708	6/6/2012
SIMPLY RECIPES	Simply Recipes, Inc.	43	United Kingdom	--	--	1132708	6/6/2012