TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM627902 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|-----------------------|
| Future Media Group, Inc. | | 08/11/2020 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| Name: | BDG Media, Inc. |
|-----------------|----------------------------|
| Street Address: | 315 Park Ave S, 12th Floor |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | Corporation: DELAWARE |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 2624545 | W |
| Registration Number: | 3982709 | W |
| Registration Number: | 5344514 | W |

CORRESPONDENCE DATA

Fax Number: 4159441110

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: 415-885-9800

Email: trademark@prangerlaw.com

Correspondent Name: Gail I. Nevius Abbas Address Line 1: 88 Guy Place, Suite 405

Address Line 4: San Francisco, CALIFORNIA 94105

| NAME OF SUBMITTER: | Gail I. Nevius Abbas | |
|--------------------|------------------------|--|
| SIGNATURE: | /Gail I. Nevius Abbas/ | |
| DATE SIGNED: | 02/23/2021 | |

Total Attachments: 6

900598484

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 11, 2020 ("Effective Date") by and between Future Media Group, Inc., a Delaware corporation ("Assignor"), and BDG Media, Inc., a Delaware corporation ("Purchaser").

WHEREAS, Assignor and Purchaser are parties to that certain Asset Purchase Agreement, dated August 11, 2020 (the "**Purchase Agreement**");

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Purchaser, and Purchaser desires to acquire from Assignor, the trademarks set forth in <u>Schedule A</u> attached hereto (the "**Trademarks**"); and

WHEREAS, Assignor is conveying the Trademarks to Purchaser as part of the transfer of all or substantially all of the assets of a going business.

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

- 1. <u>Assignment</u>. 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. <u>Further Assurances</u>. Assignor shall provide to Purchaser, Purchaser's successors, assigns or other legal representatives, at Purchaser's sole cost and expense, all such reasonable cooperation and assistance to effectuate the purposes of this Assignment.
- 3. <u>Counterparts</u>. 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. <u>Governing Law</u>. 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. <u>Definitions</u>. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

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

FUTURE MEDIA GROUP, INC.

By: Name: Marc Lotenberg

Title: Chief Executive Officer

BDG MEDIA, INC.

By: Name: Bryan Goldberg

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

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

FUTURE MEDIA GROUP, INC.

By: Name: Marc Lotenberg

Title: Chief Executive Officer

BDG MEDIA, INC.

By: Name: Bryan Goldberg

Title: Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

| Trademark | Country | Application No. | Reg. No. | Current | Status | Class(es) |
|---------------------|-------------------|-----------------|-----------|--|------------|------------------|
| | | | | Owner of Record | | |
| W Logo | Australia | 943859 | 943859 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W Fashion Europe | Belelux | 817409297 | 525108 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W and Design | Brazil | 825269962 | | Conde Nast Brasil Holding LTDA. | Published | 16 Int. |
| W and Design | PRC | 960071097 | 1081470 | Advance Magazine Publishers, Inc. | Registered | 16 Int |
| W and Design | PRC | 7326309 | 7326309 | Advance Magazine Publishers, Inc. | Registered | 35 Int. |
| W and Design | Columbia | 13280965 | 493224 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W and Design | Columbia | 393681 | 154835 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W and Design | Costa Rica | 105841 | 102410 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W (Stylized) | Ecuador | 194277 | R20982018 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W and Design | EU (Community) | 331421 | 331421 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W Fashion Europe | France | 93/459048 | 93459048 | Advance Magazine Publishers, Inc. | Registered | 16 Int., 41 Int. |
| W Logo | Indonesia | D002013020162 | | Advance Magazine Publishers, Inc. | Published | 16 Int., 45 Int. |
| W Fashion Life | Italy | RM91C000881 | 1429337 | Advance Magazine | Registered | 16 Int. |

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| Trademark | Country | Application No. | Reg. No. | Current Owner of Record | Status | Class(es) |
|----------------------|-----------------------|-----------------|-----------|--|------------|---|
| | | | | Publishers, Inc. | | |
| W and Design | Japan | 110705 | 2047715 | Advance Magazine Publishers, Inc. | Registered | 06 Int., 09 Int., 16 Int., 19 Int., 20 Int. |
| W for Japan | Japan | 110706 | 2047716 | Advance Magazine Publishers, Inc. | Registered | 06 Int., 09 Int., 16 Int., 19 Int., 20 Int. |
| W Logo | Republic of Korea | 43044/2010 | 945406 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W (Stylized Logo) | Republic of Korea | 7666/2011 | 237052 | Advance Magazine Publishers, Inc. | Registered | 35 Int., 38 Int., 41 Int., 42 Int., 45 Int. |
| W and Design | Mexico | 193329 | 275930 | Capital Cities Media | Registered | 16 Int. |
| W Design | Mexico | 594447 | 801555 | Fairchild Publications | Registered | 16 Int. |
| W (logo) | Pakistan | 252379 | 252379 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W and Design | Panama | 84079 | 84079 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W and Design | Peru | 435252 | 00071030 | Advance Magazine Publishers, Inc. | Registered | 41 Int. |
| W and Design | Peru | 435253 | 00186170 | Advance Magazine Publishers, Inc. | Registered | 09 Int. |
| W and Design | Poland | Z160813 | 110818 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W and Design | Russian Federation | 96707271 | 151725 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W Logo | South Africa | 09615163 | 96/15163W | Advance Magazine Publishers, Inc. | Registered | 16 Int. |

| Trademark | Country | Application No. | Reg. No. | Current Owner of Record | Status | Class(es) |
|--------------|-------------|---------------------|---------------|--|------------|------------------------------|
| W Logo | South Korea | 41-2011- 0007666 | 4102370520000 | Advance Magazine Publishers, Inc. | Registered | 35 38 41 42 45 |
| W Logo | South Korea | 40-2010- 0043044 | 4009454060000 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W and Design | Switzerland | 03896/96 | 442170 | Advance Magazine Publishers, Inc. Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W and Design | Taiwan | 85028992 | 785203 | Advance Magazine Publishers, Inc. | Registered | 16 Int. |
| W and Design | USA | 76/310564 | 2624545 | Advance Magazine Publishers, Inc. | Registered | 35 Int., 42 Int. |
| W Stylized | USA | 85/106234 | 3982709 | Advance Magazine Publishers, Inc. | Registered | 16 Int., 09 Int. |
| W Logo | USA | 87/237335 | 5344514 | Advance Magazine Publishers, Inc. | Registered | 16 Int., 41 Int., 45 Int. |

ACTIVE/103653788.5

RECORDED: 02/23/2021