

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM627906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BDG Media, Inc.		08/19/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	W Media LLC		
Street Address:	315 Park Avenue South, 12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Liability Company: 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		
<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:	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: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is effective as of August 19, 2020 (“**Effective Date**”) by and between BDG Media, Inc., a Delaware corporation (“**Assignor**”), and W Media LLC, a Delaware limited liability company (“**Purchaser**”).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated August 11, 2020 (the “**Purchase Agreement**”) by and among Assignor, Future Media Group, Inc., a Delaware corporation (“**FMG**”), Marc Lotenberg, Advance Magazine Publishers Inc., a New York corporation, and First Media Funding, LLC, FMG previously assigned to Assignor the trademarks set forth in Schedule A attached hereto (the “**Trademarks**”); and

WHEREAS, Assignor is now 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. Assignment. 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. Further Assurances. 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. Counterparts. 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. Governing Law. 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. Definitions. 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.

BDG MEDIA, INC.

By: Bryan Goldberg
Name: Bryan Goldberg
Title: Chief Executive Officer

W MEDIA LLC

By: Bryan Goldberg
Name: Bryan Goldberg
Title: Managing Partner

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Trademark	Country	Application No.	Reg. No.	Current Owner of Record	Status	Class(es)
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.

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/105290156.2

RECORDED: 02/23/2021

TRADEMARK
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