

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM666680

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bonnier Corporation		10/02/2020	Corporation:
RECEIVING PARTY DATA			
Name:	Camden Media, Inc		
Street Address:	701 Brickell Avenue		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33131		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90200029	SAVEUR SELECTS ARTISAN SERIES	
Serial Number:	90200032	SAVEUR SELECTS VOYAGE SERIES	
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:	2156607600100		
Email:	stephan@baileyduquette.com		
Correspondent Name:	Stephan Matanovic		
Address Line 1:	21 S. 11th Street 2nd Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19107		
NAME OF SUBMITTER:	Stephan Matanovic		
SIGNATURE:	/Stephan Matanovic/		
DATE SIGNED:	08/11/2021		
Total Attachments: 13			
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TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This Trademark and Domain Name Assignment Agreement (this “*Agreement*”), dated as of October 2, 2020 (the “**Effective Date**”) is entered into between Bonnier Corporation, a Delaware corporation (the “**SELLER**”), and Camden Media Inc., a Delaware corporation (the “**BUYER**”). SELLER and BUYER are collectively referred to as the “*Parties*”, and each individually as a “*Party*”.

Recitals

WHEREAS, SELLER is engaged in the print and digital publication of independent special-interest and enthusiast consumer magazines under the brands “Popular Science,” “Field & Stream,” “Outdoor Life,” “Saveur,” “Shot Business,” “Popular Photography,” “Range365,” “Interesting Things,” and “Better You” (collectively, the “*Business*,” and each individually a “*Brand*”);

WHEREAS, pursuant to the Asset Purchase Agreement between SELLER and BUYER dated as of the Effective Date (“**Asset Purchase Agreement**”), SELLER wishes to sell, assign, transfer, convey and deliver to BUYER, and BUYER wishes to purchase, acquire and assume from SELLER, all of SELLER’S right, title and interest in all Intellectual Property Rights that are used or held for use by SELLER in the operation of the Business, including without limitation, the Trademarks, Domain Names, and all rights and obligations under the Trademark License Agreement, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained in this Agreement, the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties agree as follows:

1. **Definitions.** In this Agreement the following capitalized terms shall have the meanings specified in this Section 1. Capitalized terms not defined herein shall have those meanings set forth in the Asset Purchase Agreement.
 - 1.1. “**Domain Names**” shall mean any and all Internet domain names owned by SELLER and used or held for use in the Business, including without limitation, those listed on Exhibit 1.
 - 1.2. “**Trademarks**” shall mean any and all trademarks, trade names, logos, service marks, trade dress, emblems, certification marks, collective marks, signs, insignia, slogans, corporate names, DBAs, Social Media Account Names, other similar designations of source or origin and general intangibles of like nature, together with all of the goodwill symbolized by or associated with any of the foregoing owned by SELLER and used or held for use in the Business, including without limitation, those listed on Exhibit 2.
 - 1.3. “**Trademark License Agreement**” means that certain Amended and Restated License Agreement, dated April 24, 1996, between Editions Hubert Burda Media, SAS (as successor-in-interest to Publications Bonnier SNC) and World Publications LLC (as successor-in-interest to Meigher Communications L.P.)

2. **Assignment and Assumption.**

- 2.1. SELLER hereby sells, transfers, conveys and assigns to BUYER, free and clear of all Encumbrances other than Permitted Encumbrances, all of its right, title and interest in and to the Trademarks and Domain Names, including without limitation: (i) all goodwill associated with the Business symbolized by the Trademarks and Domain Names; (ii) any rights and claims (whether known or unknown, contingent or accrued) against third parties, and all rights to recover damages and/or profits for any and all past or present infringement, misappropriation, dilution or other violation of the Trademarks and Domain Names. SELLER also assigns to BUYER, and BUYER hereby accepts and assumes, all SELLER's rights and obligations under the Trademark License Agreement.
- 2.2. SELLER, without further consideration and at its sole expense, shall execute all documents, papers, forms and authorizations, and perform all actions reasonably necessary to effectuate the transfer of ownership and control of the Domain Names to BUYER, including without limitation arranging for the Domain Names to be unlocked by SELLER's registrar (or registrars) in preparation for their transfer to BUYER and providing BUYER with the authorization codes that BUYER may need to initiate the transfer of the Domain Names to BUYER, to enable BUYER to register the Domain Names in the name of BUYER with the domain name registry of BUYER's choosing.
3. **Recordals.** SELLER does hereby authorize the United States Patent and Trademark Office and any other trademark office or similar comparable agency, office, register or registrar in any country or jurisdiction, to record BUYER as the owner of the Trademarks in accordance with the terms of this Agreement, and to issue any such registration, certificate or document in such country or jurisdiction in the name and for the benefit of BUYER. SELLER further hereby authorizes the current registrar of each Domain Name to transfer the ownership and control of such Domain Name to BUYER.
4. **Further Assurances.** SELLER agrees, without further consideration and at SELLER's sole expense, to provide cooperation and assistance to BUYER and its successors, assigns and legal representatives, and perform upon written request any and all lawful acts (including timely executing, or causing those under its direct control to timely execute, any and all documents) that may be reasonably necessary to record the assignment and transfer of the Trademarks with the United States Patent and Trademark Office and any other trademark or office or similar comparable agency, office, register or registrar in any country or jurisdiction.
5. **Notices.** All notices given pursuant to this Agreement shall be in writing and (a) delivered personally or by email (except with respect to any service of process); (b) delivered or mailed by registered or certified mail, postage prepaid; or (c) sent by a nationally recognized overnight delivery or courier service, with delivery charges prepaid, and proof of delivery or receipt requested, as follows:

Notices to Buyer:

North Equity Consulting LLC
701 Brickell Avenue, Suite 1550
Miami, FL 33131
Attention: Andrew Perlman
Telephone: (917) 794-4466
Email:

with a copy to (which will not constitute notice):

Baker & McKenzie LLP
452 Fifth Avenue
New York, NY 10018
Attention: Nick Marchica
Telephone: (212) 626-4426
Email: nick.marchica@bakermckenzie.com

Notices to Seller:

Bonnier Corporation
480 N. Orlando Ave., Suite 236
Winter Park, Florida 32789
Attn: Jeremy Thompson, General Counsel
Email: Jeremy.thompson@bonniercorp.com

with a copy to (which will not constitute notice):

Breslow & Walker, LLP
767 Third Avenue
New York, New York 10017
Attn: Joel Walker
Telephone: (212) 832-1930
Email: jwalker@breslowwalker.com

6. **Choice of Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any other jurisdiction. The Parties each irrevocably submit to the exclusive jurisdiction of the federal courts of the United States of America or the courts of the State of New York in each case located in the City of New York and county of New York. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

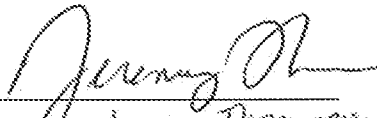
7. **No Construction.** The Parties have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.
8. **Agreement; Amendment.** This Agreement shall be binding upon and inure to the benefit of SELLER, BUYER and their respective successors and assigns. This Agreement may only be amended, supplemented or modified, and any of the terms, covenants, representations, warranties or conditions may only be waived, by a written amendment executed by both Parties, or in the case of a waiver, by the Party waiving compliance.
9. **Severability.** If any provision of this Agreement or the application of any such provision to any person, entity or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or the application of such provision to any other persons, entities or circumstances and, to the extent permissible under applicable law, any such invalid, illegal or unenforceable provision shall be deemed amended lawfully to conform with the intent of the Parties.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective representatives thereunto duly authorized.

SELLER:

BONNIER CORPORATION

By: 
Name: Jeremy Thompson
Title: Secretary

BUYER:

CAMDEN MEDIA INC.

By: _____
Name:
Title:

as of the

SELLER:

BONNIER CORPORATION

By: _____

Name:

Title:

BUYER:

CAMDEN MEDIA INC.

By: _____

Name:

Title:

Exhibit 1

Trademarks

Jurisdiction	Trademark	Application No.	Registration No.
Australia	OUTDOOR LIFE	261649	261649
Australia	POPULAR SCIENCE	261650	261650
Australia	POPULAR SCIENCE	2083651	
Canada	OUTDOOR LIFE	2000439	
Canada	POPULAR SCIENCE	TMA199686	TMA199686
Canada	POPULAR SCIENCE	1996810	
Canada	SAVEUR	1506811	TMA831339
Canada	FIELD & STREAM	381727	TMA258491
Canada	FIELD & STREAM Design	489730	TMA303201
Canada	Fish & Goose Design	745255	TMA481918
Canada	OLN & Design	1186481	TMA670475
Canada	OUTDOOR LIFE	897659	TMA628339
Canada	OUTDOOR LIFE	1986597	
Canada	OUTDOOR LIFE	1986598	
Canada	OUTDOOR LIFE	1986600	
Canada	OUTDOOR LIFE	782707	TMA527766
Canada	OUTDOOR LIFE	782710	TMA512594
Canada	OUTDOOR LIFE	782711	TMA512592
Canada	OUTDOOR LIFE	782712	TMA495322
Canada	OUTDOOR LIFE	800979	TMA506860
Canada	OUTDOOR LIFE	1994178	
Canada	SAVEUR SELECTS	2000441	
China	POPULAR SCIENCE	3470867	3470867
China	POPULAR SCIENCE	3470872	3470872
China	POPULAR SCIENCE (and Simplified Chinese Characters design)	4473521	4473521
China	POPULAR SCIENCE (literally TECHNOLOGY)	4473519	4473519

(Exhibit 1 to Trademark and Domain Name Assignment Agreement)

Jurisdiction	Trademark	Application No.	Registration No.
	NEW TIMES in Simplified Chinese Characters design)		
China	SAVEUR SELECTS	44968127	
China	SAVEUR SELECTS	44959099	
China	SAVEUR SELECTS	44970146	
EU	FIELD & STREAM	3108339	3108339
EU	OUTDOOR LIFE	3108313	3108313
EU	POPULAR SCIENCE	859348	859348
EU	POPULAR SCIENCE	18229509	
Hong Kong	POPULAR SCIENCE	2000B09324	2000B09324
India	POPULAR SCIENCE	763944	763944
Iran	MADA POPULAR	126978	126978
Iran	POPULAR SCIENCE	126728	126728
Korea	POPULAR SCIENCE	502010000007524	40-0462998
Malaysia	POPULAR SCIENCE	2002012483	2012483
Mexico	OUTDOOR LIFE	2268362	2082937
Mexico	OUTDOOR LIFE	2268364	2082176
Mexico	OUTDOOR LIFE	2268366	2082177
Mexico	OUTDOOR LIFE	2304130	
Mexico	OUTDOOR LIFE	2304126	
Mexico	OUTDOOR LIFE	2304128	
Mexico	POPULAR SCIENCE		859127
Mexico	POPULAR SCIENCE	2351732	
Mexico	SAVEUR SELECTS	119851453243	1524287
Mexico	SAVEUR SELECTS	119851453218	1450834
Mexico	SAVEUR SELECTS	119851453215	1456739
Mexico	SAVEUR SELECTS	119851453224	1449706
Mexico	SAVEUR SELECTS	119851453235	1449708
Mexico	SAVEUR SELECTS	119851453228	1449707
Singapore	POPULAR SCIENCE	40202008311V	
Turkey	POPULAR SCIENCE	201219203	201219203

(Exhibit 1 to Trademark and Domain Name Assignment Agreement)

Jurisdiction	Trademark	Application No.	Registration No.
UK	POPULAR SCIENCE	UK00003483898	
UK	POPULAR SCIENCE	UK00002184369	UK00002184369
US	BEST OF WHAT'S NEW	74/142,272	1,720,167
US	BIG BUCK ZONE	77/164,838	3,524,957
US	BRILLIANT 10	78/372,405	3,074,456
US	DEER OF THE YEAR	85/174,626	3,976,180
US	FIELD & STREAM	85/665,043	4,419,546
US	FIELD & STREAM	77/043,362	3,259,894
US	FIELD & STREAM	78/261,628	2,797,951
US	FIELD & STREAM	78/244,024	2,800,534
US	FIELD & STREAM	78/594,615	3,068,165
US	FIELD & STREAM	75/032,274	2,006,410
US	FIELD & STREAM	78/321,605	2,897,452
US	FIELD & STREAM	73/563,350	1,406,708
US	FIELD & STREAM	73/456,818	1,301,639
US	FIELD & STREAM BEST OF THE BEST AWARDS	76/357,030	2,878,280
US	FIELD & STREAM BEST OF THE BEST AWARDS	76/362,951	2,878,285
US	HOOK SHOTS	85/320,221	4,076,774
US	MEGAPIXELS	77/412,552	3,523,743
US	MENTOR SERIES	78/784,565	3,369,246
US	MENTOR SERIES WORLDWIDE PHOTO TREKS	77/153,024	3,559,523
US	OL	87/069,212	5,119,445
US	OL 1898	88/004,207	
US	OLN	88/475,428	
US	OUTDOOR LIFE	76/461,583	2,775,094
US	OUTDOOR LIFE	85/674,264	4,576,422
US	OUTDOOR LIFE	85/825,427	4,522,966
US	OUTDOOR LIFE	85/979,886	4,419,963
US	OUTDOOR LIFE	86/115,212	4,650,337
US	OUTDOOR LIFE	86/164,690	4,701,137
US	OUTDOOR LIFE	85/556,044	4,712,799
US	OUTDOOR LIFE	86/924,551	5,903,468
US	OUTDOOR LIFE	86/924,555	5,903,469

(Exhibit 1 to Trademark and Domain Name Assignment Agreement)

Jurisdiction	Trademark	Application No.	Registration No.
US	OUTDOOR LIFE	86/979,604	5,051,426
US	OUTDOOR LIFE	74/475,281	2,160,725
US	OUTDOOR LIFE	75/096,914	2,173,509
US	OUTDOOR LIFE	75/096,913	2,249,941
US	OUTDOOR LIFE	75/416,434	2,284,677
US	OUTDOOR LIFE	75/978,729	2,286,773
US	OUTDOOR LIFE	73/006,360	1,002,765
US	OUTDOOR LIFE	78/312,317	2,931,982
US	OUTDOOR LIFE	76/398,312	2,780,468
US	OUTDOOR LIFE	75/096,912	2,173,508
US	OUTDOOR LIFE	88/572,735	
US	OUTDOOR LIFE	88/672,408	
US	OUTDOOR LIFE	88/673,452	
US	OUTDOOR LIFE	88/726,060	
US	OUTDOOR LIFE	88/726,077	
US	OUTDOOR LIFE	88/853,964	
US	OUTDOOR LIFE 20/20	88/573,000	
US	OUTDOOR LIFE NETWORK	88/472,587	
US	POPSCI.COM	77/175,401	3,452,300
US	POPULAR SCIENCE	75/732,583	2,366,226
US	POPULAR SCIENCE	86/906,375	5,196,770
US	POPULAR SCIENCE	78/289,371	3,392,721
US	POPULAR SCIENCE	78/289,369	3,659,318
US	POPULAR SCIENCE	76/462,054	2,779,282
US	POPULAR SCIENCE	78/371,540	3,074,455
US	POPULAR SCIENCE	71/700,749	636,827
US	POPULAR SCIENCE	88/176,926	
US	RANGE365	86/556,807	4,979,228
US	SAVEUR	88/212,724	
US	SAVEUR SELECTS	85/552,311	4,983,382
US	SAVEUR SELECTS	87/044,455	5,272,350
US	SAVEUR SELECTS	88/212,708	
US	SAVEUR SELECTS	1956183	

(Exhibit 1 to Trademark and Domain Name Assignment Agreement)

Jurisdiction	Trademark	Application No.	Registration No.
US	SAVEUR SELECTS	88/373,822	
US	SAVEUR SELECTS	88/537,107	
US	SAVEUR SELECTS	88/679,034	
US	RUT REPORTERS	85/296,182	4,180,981
US	OL 1898	88/004,187	5,824,406
US	POPULAR SCIENCE THE FUTURE NOW	78/682,628	3,231,383
US	THE BEST OF WHAT'S NEW	75/732,584	2,333,237
US	THE GUN NUTS	85/975,283	4,014,034
US	THE GUN SHOTS	77/406,450	3,501,742
US	THE SOURCE FOR HUNTING AND FISHING ADVENTURE	78/378,684	3,074,467
US	THE WEIRDEST THING I LEARNED THIS WEEK	88/404,129	5,942,375
US	THE WORLD'S LEADING OUTDOOR MAGAZINE	78/372,421	2,924,576
US	TOTAL OUTDOORSMAN CHALLENGE	78/891,756	3,286,200
US	TOTAL OUTDOORSMAN CHALLENGE	85/293,013	4,042,167
US	WHAT'S NEW	73/091,874	1,069,824
US	WISCONSIN DEER & TURKEY EXPO AND SHOOTING SPORTS SHOW ARCHERY BLACK POWER FIREARMS MADISON	76/613,719	3,069,858
US	GONE FISHIN'	77/406,427	3,495,879

(Exhibit 1 to Trademark and Domain Name Assignment Agreement)

TRADEMARK
REEL: 007385 FRAME: 0622

Exhibit 2

Domain Names

Domain Name	Registrar
guidelifecamping.com	Gandi
guidelifecollection.com	Gandi
guidelifegear.com	Gandi
guidelifeinfo.com	Gandi
olguide.life	Gandi
olguidelife.com	Gandi
saveurselects.com	Gandi
saveurselectsbrand.com	Gandi
betteryoumag.com	Gandi
craypop.com	GoDaddy
interestingthings.com	Gandi
yofacts.com	GoDaddy
everydutyheroes.com	Gandi
fieldandstream.com	Gandi
fieldandstreammag.com	Gandi
fieldandstreammagazine.com	Gandi
fieldnstream.com	Gandi
fieldstreammag.com	Gandi
outdoorexplorer.com	Gandi
outdoorlife.com	Gandi
outdoorlifemag.com	Gandi
outdoorlifemagazine.com	Gandi
outdoorlifenet.com	Gandi
outdoorlifeonline.com	Gandi
outdoorlifeu.com	Gandi
outdoorsportsrehab.com	Gandi
range365.com	Gandi
steeltoreel.com	Gandi
thegunshots.com	Gandi
theoutdoorlife.com	Gandi
theoutdoorlifenet.com	Gandi
theruckout.com	Gandi
totaloutdoorsmanchallenge.com	Gandi
saveur.com	Gandi
saveur100.com	Gandi
saveurcooks.com	Gandi
saveurkitchen.com	Gandi
saveurmag.com	Gandi

(Exhibit 2 to Trademark and Domain Name Assignment Agreement)

Domain Name	Registrar
saveurmagazine.com	Gandi
saveurmarket.com	Gandi
saveuroffers.com	Gandi
saveurshop.com	Gandi
americanphotomag.com	Gandi
bestofwhatisnew.com	Gandi
mentorseries.com	Gandi
popphoto.com	Gandi
popphoto.us	Gandi
pops.ci	101Domains
popsci.ae	101Domains
popsci.com	Gandi
popsci.dev	Gandi
popsci.in	Gandi
popscimag.com	Gandi
popsciuk.com	Gandi
popularphotography.com	Gandi
popularscience.com	Gandi
popularsciencemagazine.com	Gandi
scientificglee.com	Gandi

(Exhibit 2 to Trademark and Domain Name Assignment Agreement)