

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670256

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Hope Media LLC		05/17/2021	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WebMD LLC		
<b>Street Address:</b>	395 Hudson Street, 3rd FL		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10014		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3060286	ADDITUDE	
<b>Registration Number:</b>	3339624	ADDITUDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	notices@internetbrands.com		
<b>Correspondent Name:</b>	Heidi Hsu		
<b>Address Line 1:</b>	909 N. Pacific Coast Hwy, 11th FL		
<b>Address Line 4:</b>	El Segundo, CALIFORNIA 90245		
<b>NAME OF SUBMITTER:</b>	Heidi Hsu		
<b>SIGNATURE:</b>	/Heidi Hsu/		
<b>DATE SIGNED:</b>	08/25/2021		
<b>Total Attachments: 4</b>			
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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”) is entered into and made effective as of May 17, 2021, by and among New Hope Media LLC, a New York limited liability company (“Seller”) and WebMD LLC, a Delaware limited liability company (“Buyer”, and together with Seller, the “Parties”, and each individually, a “Party”). Capitalized terms used herein without definition shall have the respective meanings set forth in the Purchase Agreement.

A. The Parties and the Owners are signatories to that certain Asset Purchase and Sale Agreement, dated as of May 17, 2021 (the “Purchase Agreement”).

B. Seller owns certain Owned Intellectual Property that constitutes Purchased Assets under the Purchase Agreement.

C. In connection with the Purchase Agreement, Seller has agreed to convey, transfer, and assign to Buyer certain intellectual property of Seller, and for that purpose Buyer and Seller have agreed to execute and deliver this IP Assignment Agreement.

The Parties, therefore, hereby agree as follows.

1. Assignment. In consideration for the execution of the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to be effective as of the Closing under the Purchase Agreement, the Seller irrevocably conveys, transfers, and assigns to Buyer, and Buyer accepts, all of Seller’s right, title, and interest in, to, and under the following (collectively, the “Assigned IP”):

(a) The transferred assets set forth on Schedule 1 hereto (collectively, the “Transferred Assets”);

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world (including for the avoidance of doubt, any common law rights);

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, and/or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recording and Further Actions. Seller authorizes the Register of Copyrights in the United States Copyright Office, the Commissioner for Trademarks in the United States Patent and Trademark Office, and any other governmental officials to record and register this IP Assignment

Agreement upon request by Buyer. Seller shall take such reasonable steps and actions following the date hereof as reasonably requested by Buyer, including the execution of documents, files, registrations, or other similar items, to assist in the proper assignment of the Assigned IP to Buyer or any successor thereto.

3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment Agreement is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement shall govern and control.

4. Successors and Assigns. Neither this IP Assignment Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party (whether by operation of law or otherwise) without the prior written consent of the non-assigning Parties. Subject to the preceding sentence, this IP Assignment Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

5. Governing Law. This IP Assignment Agreement shall be governed by and construed in accordance with the substantive law of the State of New York without giving effect to the principles of conflicts of law thereof.

6. Counterparts. This IP Assignment Agreement may be executed and delivered (including by electronic mail with a pdf scanned attachment) in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

7. Amendment and Modification. This IP Assignment Agreement may be amended by the Parties at any time only by a written instrument signed by each of the Parties.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of the Parties is signing this IP Assignment Agreement as of the date first set forth above.

**BUYER**

**WEBMD LLC**

DocuSigned by:  
*Blake DeSimone*  
By: E2AA67612BA544D...  
Name: Blake DeSimone  
Title: Chief Financial Officer

**SELLER**

**NEW HOPE MEDIA LLC**

DocuSigned by:  
*Susan Caughman*  
By: 0775B6282257437  
Name: Susan Caughman  
Title: President

**SCHEDULE 1**

**TRANSFERRED ASSETS**

**Trademarks and Trademark Applications**

1. ADDITUDE (Website)

Registration number: 3339624  
Serial Number: 78885611  
Registration Date: 11/20/2007

2. ADDITUDE (Magazine)

Registration number: 3060286  
Serial Number: 78575262  
Registration Date: 02/21/2006

**URLs:**

ADDITUDEMAG.COM  
ADDITUDEMAG.NET  
ADD-CONNECT.COM  
ADDAWARENESSDAY.COM  
ADDCONNECT.COM  
ADDITU.CO  
ADDITU.DE  
ADDITU.INFO  
ADDITU.NET  
ADDITUDE.COM  
ADDITUDE.NET  
ADDITUDEMAGAZINE.COM  
ADDITUDEWEB.COM  
ADDONTHEWEB.COM  
ADHDATSCHOOL.COM  
ADHDATSCHOOL.NET  
ADHDATSCHOOL.ORG  
ADHDMEDSREPORT.COM  
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