

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thrivable Inc.		08/18/2021	Corporation:
RECEIVING PARTY DATA			
Name:	Everyday Health Media, LLC		
Street Address:	345 Hudson Street		
Internal Address:	16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10014		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5573565	DIABETES DAILY	
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>			
Email:	alyssa_kaplun@ziffdavis.com		
Correspondent Name:	Alyssa Kaplun		
Address Line 1:	114 5th Avenue		
Address Line 2:	15th Floor		
Address Line 4:	New York, NEW YORK 10011		
NAME OF SUBMITTER:	Alyssa Kaplun		
SIGNATURE:	/Alyssa Kaplun/		
DATE SIGNED:	09/13/2021		
Total Attachments: 5			
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OP \$40.00 5573565

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 18, 2021 (the "Effective Date"), by and between Thrivable Inc., a Delaware corporation ("Assignor") and Everyday Health Media, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, together with the other parties thereto, have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign, and Assignee has agreed to acquire, all of Assignor's right, title and interest in, to and under Assignor's trademarks listed in Schedule I hereto (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. Assignor hereby agrees to execute and deliver such other documents and to take all such other actions (at Assignee's cost) which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

b. Assignor hereby grants the attorney-of-record the power to insert on this Assignment any further identifying information describing the parties or the marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

3. Future Use of the Assigned Trademarks. After the Effective Date, Assignor agrees to make no further use of the Assigned Trademarks or any mark that in Assignee's reasonable opinion is confusingly similar thereto, anywhere in the world, except as may be expressly authorized by Assignee in writing, and Assignor agrees to not challenge Assignee's use or ownership, or the validity, of the Assigned Trademarks. Assignor hereby acknowledges and agrees that from and after the date hereof, the Assignee shall be the exclusive owner of the Assigned Trademarks.

4. Miscellaneous. This Assignment shall be construed and interpreted in accordance with the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern and control. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles which would result in the application of the laws of another jurisdiction.

This Assignment may be executed in counterparts, all of which taken together will constitute one agreement, and signatures exchanged by facsimile or .pdf will constitute effective execution and delivery of this Assignment. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers effective as of the day and year first above written.

ASSIGNOR:

THRIVABLE INC.



By: _____

Name: David Edelman

Title: President, Secretary, and Treasurer

ASSIGNEE:

EVERYDAY HEALTH MEDIA, LLC

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers effective as of the day and year first above written.

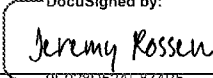
ASSIGNOR:

THRIVABLE INC.

By: _____
Name:
Title:

ASSIGNEE:

EVERYDAY HEALTH MEDIA, LLC

DocuSigned by:
By:  _____
Name: Jeremy Rossen
Title: Secretary

SCHEDULE I

ASSIGNED TRADEMARKS

Assignor	Trademark	Serial Number	Country	Registration Numbers
Thrivable Inc.	Diabetes Daily	87677995	U.S.	5573565