

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM703464

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Magazine Discount Center, Inc.		01/05/2016	Corporation: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SynapseConnect, Inc.		
<b>Street Address:</b>	c/o Time Inc.		
<b>Internal Address:</b>	225 Liberty Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10007		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4779244	MAGAZINE DISCOUNTCENTER.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5152843933		
<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>Phone:</b>	515.284.2167		
<b>Email:</b>	becky.king@meredith.com		
<b>Correspondent Name:</b>	Rebecca King, Senior Paralegal		
<b>Address Line 1:</b>	1716 Locust Street		
<b>Address Line 4:</b>	Des Moines, IOWA 50309		
<b>NAME OF SUBMITTER:</b>	Rebecca J King		
<b>SIGNATURE:</b>	/Rebecca J King/		
<b>DATE SIGNED:</b>	01/20/2022		
<b>Total Attachments: 4</b>			
source=Magazine Discount Center, Inc. in favor of SynapseConnect, Inc. Executed IP Assgnmnt dated January 5, 2016#page1.tif			
source=Magazine Discount Center, Inc. in favor of SynapseConnect, Inc. Executed IP Assgnmnt dated January 5, 2016#page2.tif			
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2016#page4.tif

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("IP Assignment"), dated as of January 5, 2016, is made by Magazine Discount Center, Inc., a New York corporation ("Seller"), in favor of SynapseConnect, Inc., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement dated January 5, 2016, among Seller, Ryan Aloviz, Ken Aloviz, Allen Aloviz and Buyer (the "Purchase Agreement"). All capitalized terms used herein and not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the following, collectively the "Assigned IP":

(a) U.S. Trademark No. 4779244 for magazinediscountcenter.com, said mark including that portion of the business and good will symbolized by the mark;

(b) all Intellectual Property set forth on Schedule I attached to the Purchase Agreement;

(c) 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;

(d) 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

(e) 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.

2. Recordation and Further Actions.

(a) Seller hereby authorizes and requests the competent authorities including the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this IP Assignment upon request by Buyer.

(b) Following the date hereof, upon Buyer's request, Seller will take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Limited Power of Attorney. Seller hereby appoints Buyer as the true and lawful attorney-in-fact of Seller, with full power of substitution, having full right and authority, in the name of Seller to do all such acts and things in relation to the matters set forth in Section 2(a) of this IP Assignment as Buyer shall reasonably deem desirable. Seller agrees that the above-stated powers are coupled with an interest and shall be irrevocable by Seller.

4. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment 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 hereof, the terms of the Purchase Agreement shall govern.

5. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment 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 IP Assignment.

6. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

7. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this IP Assignment as of the date first above written.

**MAGAZINE DISCOUNT CENTER, INC.**

By: [Signature]  
Name: **RYAN ALOVIS**  
Title: **President**

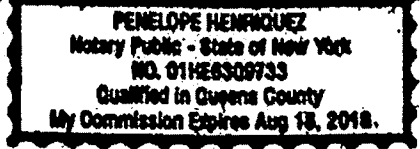
**Address for Notices:**

Magazine Discount Center, Inc.  
401 Franklin Avenue, Suite 102A  
Garden City, NY 11530  
Attention: Ryan Aloviz, CEO

State of New York  
County of NEW YORK

On this 31 day of December, 2015 before me, the undersigned notary public, personally appeared **RYAN ALOVIS**, proved to me through satisfactory evidence of identification, which was a NY DRIVER LICENSE, to be the person whose name is signed on this document and who swore or affirmed to me that the contents of this document are truthful and accurate to the best of his/her knowledge and belief.

[Signature]  
Notary Public  
My commission expires August 18, 2018



IN WITNESS WHEREOF, I, Samantha Aloviz, hereby declare  
(Printed Name of Witness)

that I was personally present and did see **RYAN ALOVIS** duly sign and execute the assignment.

[Signature] Date: 12/31/15

[Signature page to Intellectual Property Assignment Agreement]

**SYNAPSECONNECT, INC.**

By: Eli L. Chalfin

Name: ELI L. CHALFIN

Title: President

Address for Notices:

c/o Time Inc.

225 Liberty Street

New York, NY 10007

Attention: Chief Financial Officer, with a copy to General Counsel

[Signature page to Intellectual Property Assignment Agreement]