

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Green Apple Courage, Inc.		03/31/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Everyday Health Media, LLC		
Street Address:	114 5th Avenue, 15th Floor		
City:	New York		
State/Country:	UNITED STATES		
Postal Code:	10011		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3169177	BP	
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:	julianna_orgel-eaton@ziffdavis.com		
Correspondent Name:	Julianna Orgel-Eaton		
Address Line 1:	114 5th Avenue, 15th Floor		
Address Line 4:	New York, UNITED STATES 10011		
NAME OF SUBMITTER:	Alyssa Kaplun		
SIGNATURE:	/Alyssa Kaplun/		
DATE SIGNED:	07/14/2022		
Total Attachments: 7			
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OP \$40.00 3169177

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of March 31, 2022 (the "Effective Date"), by and among Camelot 9 Inc., a Delaware corporation ("Camelot"), Green Apple Courage, Inc., a New York corporation ("Green Apple"), Kelbrish Publishing Inc., a New York corporation ("Kelbrish"), Red Apple Courage Inc., an Ontario corporation ("Red Apple"), and Joanne Doan ("Owner", and together with Camelot, Green Apple, Kelbrish, and Owner, "Assignors") 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, Assignors 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, Assignors have agreed to assign, and Assignee has agreed to acquire, all of Assignors' right, title and interest in, to and under Assignors' 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. Assignors hereby sell, assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignors, all of Assignors' 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 Assignors in all matters related to the Assigned Trademarks.

2. Further Assurances.

a. Assignors hereby agree 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. Assignors hereby grant 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, Assignors agree to make no further use of the Assigned Trademarks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by Assignee in writing, and Assignors agree to not challenge Assignee's use or ownership, or the validity, of the Assigned Trademarks. Assignors hereby acknowledge and agree 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.

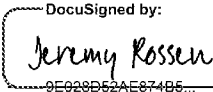
This Assignment may be executed in counterparts, all of which taken together will constitute one agreement, and signatures exchanged by facsimile or .pdf will constitute effective execution and delivery of this Assignment. This Assignment shall become effective when each party hereto shall have received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

ASSIGNEE:

Everyday Health Media, LLC,

By: 
Name: Jeremy Rossen
Title: Secretary

ASSIGNORS:

Camelot 9 Inc.

By: _____
Name:
Title:

Green Apple Courage, Inc.

By: _____
Name:
Title:

Kelbrish Publishing Inc.

By: _____
Name:
Title:

Red Apple Courage Inc.

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.

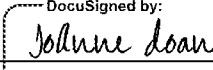
ASSIGNEE:

Everyday Health Media, LLC,

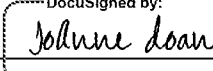
By: _____
Name: Jeremy Rossen
Title: Secretary

ASSIGNORS:

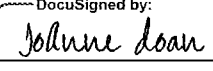
Camelot 9 Inc.

By:  _____
Name: Joanne Dean
Title: President

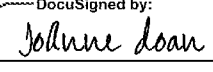
Green Apple Courage, Inc.

By:  _____
Name: Joanne Dean
Title: President

Kelbrish Publishing Inc.

By:  _____
Name: Joanne Dean
Title: President

Red Apple Courage Inc.

By:  _____
Name: Joanne Dean
Title: President





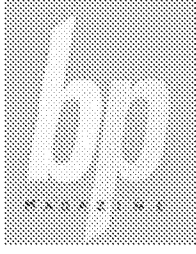

[Signature Page to Trademark Assignment Agreement]

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DocuSigned by:
Joanne Doan
Joanne Doan 42B...

SCHEDULE I

ASSIGNED TRADEMARKS

Assignor	Trademark	Serial Number	Word Mark	Country	Registration Numbers	US Class Code
Green Apple	N/A	N/A	bp Magazine	US	N/A	N/A
Green Apple	N/A	76599255	BP	US	3169177	IC 016. US 002 005 022 023 029 037 038 050
Green Apple	N/A	1,241,710	BP	CA	TMA800266	N/A
Green Apple		N/A	N/A	US	N/A	N/A
Green Apple		N/A	N/A	US	N/A	N/A
Green Apple		N/A	N/A	US	N/A	N/A
Green Apple		N/A	N/A	US	N/A	N/A
Green Apple		N/A	N/A	US	N/A	N/A
Green Apple		N/A	N/A	US	N/A	N/A
Kelbrish	N/A	N/A	esperanza	US	N/A	N/A

Red Apple	N/A	N/A	bp Canada	CA	N/A	N/A
Owner	N/A	76674069	Esperanza	US	3458606	IC 016. US 002 005 022 023 029 037 038 050
Owner	N/A	1,363,589	Esperanza	CA	TMA735566	N/A