

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM801337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bauer Publishing Company, L.P.		06/26/2022	Limited Partnership: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Bauer Media Group USA, LLC		
Street Address:	270 Sylvan Avenue, Suite 2220		
Internal Address:	Attn: Legal Dept.		
City:	Englewood Cliffs		
State/Country:	NEW JERSEY		
Postal Code:	07632		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3010044	FIRST	
Registration Number:	2132195	FIRST FOR WOMEN	
Registration Number:	2132194	FIRST FOR WOMEN	
Registration Number:	3311785	LIFE STORY	
Registration Number:	4979016	SIMPLE GRACE	
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:	trademarks@a360media.com		
Correspondent Name:	A360 Media Group USA, LLC		
Address Line 1:	270 Sylvan Avenue, Suite 2220		
Address Line 2:	Attn: Legal Dept.		
Address Line 4:	Englewood Cliffs, NEW JERSEY 07632		
ATTORNEY DOCKET NUMBER:	Assign of Bauer Pub Co LP		
NAME OF SUBMITTER:	Sarit Levy		
SIGNATURE:	/Sarit Levy/		
DATE SIGNED:	04/07/2023		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (“Assignment”), effective June 26, 2022 is made by **Bauer Publishing Company, L.P.** (“ASSIGNOR”) and delivered to, and in favor of **Bauer Media Group USA, LLC** (“ASSIGNEE”).

WHEREAS, ASSIGNOR owns all right, title and interest in the trademarks found and described on **Exhibit 1** (the “Marks”);

WHEREAS, ASSIGNOR desires to convey, transfer, assign and deliver to ASSIGNEE, all right, title and interest in and to all Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery;

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR’S right, title and interest in the Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery;

NOW, THEREFORE, in exchange for mutual promises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE intending to be legally bound, hereby agree as follows:

1. **ASSIGNMENT.** ASSIGNOR hereby conveys, transfers, assigns, grants, and delivers to ASSIGNEE, and ASSIGNEE hereby accepts, ASSIGNOR’s entire right, title and interest in and to the Marks, as set forth on the attached **Exhibit 1**, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.

2. **OWNERSHIP.** ASSIGNOR represents and warrants that: (a) it is the owner of the entire right, title and interest in and to the Marks; (b) it has the right and authority to assign ownership of the Marks; (c) it has not executed, and will not execute any agreement in conflict herewith.

3. **RECORDATION AND FURTHER ACTIONS.** ASSIGNOR shall execute and deliver any and all instruments and documents and take such further actions as may be reasonably necessary, including the execution of any documents, files, registrations, or other similar items, in order to ensure that the Marks are properly assigned to ASSIGNEE and to document and record with the appropriate governmental authorities the aforesaid assignment and transfer.

4. **FURTHER ASSURANCES.** From time to time, as and when requested by any party hereto, each other party shall execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such other documents and instruments, and shall take, or cause to be taken, all such other actions as are reasonably necessary to vest full title in and to the Marks in ASSIGNEE, and to effectuate the objectives set forth in this Assignment.

5. **AMENDMENTS AND SEVERABILITY.** This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

6. **SUCCESSORS AND ASSIGNS.** This Assignment shall be binding upon, inure to the benefit of, and is enforceable by the parties hereto and their respective successors and assigns.


7. **HEADINGS.** Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

8. **COUNTERPARTS.** This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile or electronic transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be duly executed by its authorized representative effective as of the date first above written.

Bauer Publishing Company, L.P.

DocuSigned by:

3095465294BC476...

By: _____
Jeff Pascoe
Chief Legal Officer

Bauer Media Group USA, LLC

DocuSigned by:

3095465294BC476...

By: _____
Jeff Pascoe
Chief Legal Officer

Exhibit 1**Marks****United States**

Mark Name	Application Number	Registration Number	Owner
FIRST	76/567,721	3010044	Bauer Publishing Company, L.P.
FIRST FOR WOMEN	75/200,694	2132195	Bauer Publishing Company, L.P.
FIRST FOR WOMEN (STYLIZED)	75/200,693	2132194	Bauer Publishing Company L.P.
LIFE STORY	78/704,127	3311785	Bauer Publishing Company, L.P.
SIMPLE GRACE	86/505,994	4979016	Bauer Publishing Company, L.P.

Marks**Canada**

Mark Name	Application Number	Registration Number	Owner
FILM FANTASY	1303819	TMA704009	Bauer Publishing Company, L.P.
FIRST	1220858	TMA716070	Bauer Publishing Company, L.P.
FIRST FOR WOMEN	0616551	TMA381065	Bauer Publishing Company L.P.
LIFE STORY	1270626	TMA766011	Bauer Publishing Company, L.P.
MOVIE MAGIC	1304040	TMA710518	Bauer Publishing Company, L.P.
SIMPLE GRACE	1711437	TMA988963	Bauer Publishing Company, L.P.
TV MAGIC	1344966	TMA781926	Bauer Publishing Company, L.P.