

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM808706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HollywoodLife.com, LLC		05/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HL Media Holdings, LLC		
Street Address:	11175 Santa Monica Blvd.		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	97530517	HL FITNESS AWARDS	
Serial Number:	97417320	HL BEAUTY AWARDS	
Serial Number:	97417280	HL	
Registration Number:	4448006	HOLLYWOOD LIFE	
Registration Number:	4126019	HOLLYWOOD LIFE	
Registration Number:	4132374	HOLLYWOODLIFE	
Registration Number:	4050075	HOLLYWOOD LIFE	
Registration Number:	2827406	BREAKTHROUGH OF THE YEAR AWARDS	
Registration Number:	2795944	HOLLYWOOD LIFE	
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:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	Suite 100, 100 Front Street		
Address Line 4:	Conshohocken, PENNSYLVANIA 19428		
NAME OF SUBMITTER:	Jordan LaVine		

OP \$240.00 97530517

SIGNATURE:	/jordan lavine/
DATE SIGNED:	05/08/2023
Total Attachments: 5 source=HL - Trademark Assignment_1May2023_Final#page1.tif source=HL - Trademark Assignment_1May2023_Final#page2.tif source=HL - Trademark Assignment_1May2023_Final#page3.tif source=HL - Trademark Assignment_1May2023_Final#page4.tif source=HL - Trademark Assignment_1May2023_Final#page5.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of May 1, 2023, is made by HollywoodLife.com, LLC, a Delaware limited liability company ("Assignor"), in favor of HL Media Holdings, LLC, a Delaware limited liability company ("Assignee"), and together with Assignor, the "Parties").

WHEREAS, Assignor owns the trademark registrations and trademark applications as set forth on Schedule A attached hereto and incorporated herein by this reference (the "Trademark Registrations and Applications");

WHEREAS, this Assignment is made and entered into in connection with the closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of the date hereof, between the Parties (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, substantially all of Assignor's assets, including, without limitation, the Trademarks; and

WHEREAS, Assignor has agreed to execute and deliver this Assignment for recording with relevant governmental authorities, including, without limitation, the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Assignment**. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to: (a) the Trademark Registrations and Applications, (b) any common law rights in the trademarks on which the Trademark Registrations and Applications are based, (all such common law rights and the Trademark Registrations and Applications, collectively, the "Trademarks"), and (c) the goodwill of the business associated with the Trademarks; along with any and all claims and causes of action with respect to the Trademarks, whether accruing before, on or after the date hereof, to the fullest extent permitted by law, and 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 no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions**. Assignor authorizes the Commissioner of Trademarks and any other governmental officials to record and register this Assignment upon request by Assignee. At any time, and from time to time following the date hereof, each Party shall upon the other Party's reasonable request and at such other Party's expense, take any and all actions and execute, acknowledge and deliver to such other Party any and all further instruments and assurances necessary or reasonably expedient in order to effect the terms and provisions of this Assignment.

3. **Terms of the Purchase Agreement**. The Parties acknowledge and agree that 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.

4. **Counterparts; Electronic Signatures**. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the document. The Parties agree that this Assignment shall be considered signed when the signature of a Party is

delivered by email, PDF or other electronic transmission. Such electronic signature shall be treated in all respects as having the same effect as an original signature.

5. **Successors and Assigns**. This Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

6. **Governing Law**. This 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 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).

[Signature page follows]

EXECUTION COPY

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first above written.

HOLLYWOODLIFE.COM, LLC

HL MEDIA HOLDINGS, LLC

By: Bonnie Fuller

Name: Bonnie Fuller

Title: Chief Executive Officer

By: _____

Name: Todd Greene

Title: EVP Business Affairs

[Signature page to Trademark Assignment]

TRADEMARK

REEL: 008108 FRAME: 0876

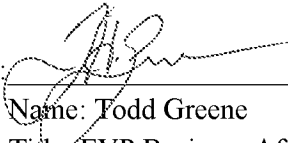
EXECUTION COPY

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Trademark Assignment to be executed as of the date first above written.

HOLLYWOODLIFE.COM, LLC

HL MEDIA HOLDINGS, LLC

By: _____
Name: Bonnie Fuller
Title: Chief Executive Office

By:  _____
Name: Todd Greene
Title: EVP Business Affairs

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Serial Number	Reg. Number	Word Mark
97530517		HL FITNESS AWARDS
97417320		HL BEAUTY AWARDS
97417280		HL
77515492	4448006	HOLLYWOOD LIFE
77983036	4126019	HOLLYWOOD LIFE
77982571	4132374	HOLLYWOODLIFE
77982530	4050075	HOLLYWOOD LIFE BREAKTHROUGH OF THE
76501293	2827406	YEAR AWARDS
76468238	2795944	HOLLYWOOD LIFE