

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317025

<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>
Rachel Zoe, Inc.		09/03/2014	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zoe Media Group, LLC		
<b>Street Address:</b>	8314 Beverly Boulevard		
<b>Internal Address:</b>	Suite 202		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90048		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4128065	THE ZOE REPORT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9733797734		
<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>	973-379-4800		
<b>Email:</b>	jtaub@buddlerner.com		
<b>Correspondent Name:</b>	Benjamin G. Taub		
<b>Address Line 1:</b>	150 John F. Kennedy Parkway		
<b>Address Line 2:</b>	Budd Lerner, P.C.		
<b>Address Line 4:</b>	Short Hills, NEW JERSEY 07078		
<b>ATTORNEY DOCKET NUMBER:</b>	10404-3		
<b>NAME OF SUBMITTER:</b>	Benjamin G. Taub		
<b>SIGNATURE:</b>	/benjamin g. taub/		
<b>DATE SIGNED:</b>	09/15/2014		
<b>Total Attachments: 4</b>			
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<b>TRADEMARK</b>			

OP \$40.00 4128065

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") is dated as of Sept 30 2014, by Rachel Zoe, Inc., a California corporation with a business address at c/o Chapman Bird Grey & Tessler, Inc. 1990 S. Bundy Dr., Suite 200 Los Angeles, California 90025 ("**Assignor**"), in favor of Zoe Media Group, LLC, a Delaware limited liability company with a business address at 8314 Beverly Boulevard, Suite 202, Los Angeles, California 90048 ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the registered owner of the trademark listed on Schedule A hereto (the "**Trademark**") and has adopted, used and is using exclusively in its business the Trademark (either directly or through its subsidiary or subsidiaries); and

WHEREAS, Assignor desires to assign the Trademark to Assignee and Assignee desires to acquire the Trademark from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, its entire right, title and interest, whether statutory or at common law, in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, and together with the right to sue and collect damages and/or profits for past infringements of the Trademark, the intent hereof being to substitute Assignee in the place of Assignor.

2. Issuance of Certificates of Registration. Assignor further authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademark and title thereto as the property of Assignee, its successors and assigns in accordance with the terms of this Assignment and to issue the certificates of registration in respect of the Trademark to Assignee, its successors and assigns in accordance with the terms of this Assignment.

3. No Continued Use of Trademark by Assignor. Immediately upon the execution and delivery to Assignee of this Assignment, Assignee shall have the exclusive and sole right to use the Trademark. Assignor's right to use the Trademark shall immediately cease upon execution of this Assignment and Assignor shall not be entitled to the continued use of the Trademarks after the execution of this Assignment, unless otherwise licensed by Assignee to Assignor.

4. Cooperation. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to obtain, sustain, enforce and enjoy to the fullest extent all right, title and interest herein conveyed. Such cooperation by Assignor shall include, but not be limited to, the production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed

reasonably necessary or desirable by Assignee, for: (a) perfecting in Assignee the right, title and interest herein conveyed; (b) filing any and all necessary documents, instrument and applications with any governmental agency with respect to the Trademark, including all documents which must be filed with the U.S. Patent and Trademarks Office to further effect this Assignment; and (c) any legal proceedings involving the Trademark, including any infringement actions pertaining to the Trademark.

**5. Miscellaneous.**

(a) Governing Law. This Assignment shall be construed, enforced, and governed by the internal laws of the State of California, without regard to conflicts of laws principles. Any dispute arising out of this Assignment shall be resolved in the any Federal or state court in California, and each party consents to the exclusive jurisdiction of such courts in any such dispute and waives any objection to the laying of venue in such court.

(b) Binding Effect. Except as otherwise provided in this Assignment, every covenant, term and provision of this Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns; provided that this Assignment may not be assigned by Assignor without Assignee's prior written consent.

(c) Severability. Every provision of this Assignment is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this Assignment.

(d) Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements or understanding among them. This Assignment may not be modified in any manner unless in writing and signed by the party against whom enforcement thereof is sought. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any subsequent breach or condition of a like or different nature.

(e) Electronic Signatures. Facsimile, email and other electronically transmitted signatures of the undersigned will have the same force and effect as original signatures.

(f) Headings. The headings of the paragraphs of this Assignment are for convenience and reference only and do not form a part hereof, and in no way modify, interpret or construe the understanding of the parties hereto.

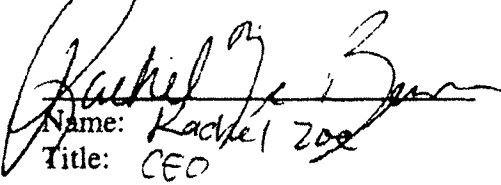
(g) Waiver of Jury Trial. EACH PARTY TO THIS ASSIGNMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

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IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the day and year first above written.


**Assignor:**

RACHEL ZOE, INC.

By:   
Name: Rachel Zoe  
Title: CEO

**Assignee:**

ZOE MEDIA GROUP, LLC

By:   
Name: ROBERT BERNAU  
Title: President

[Signature Page to Trademark Assignment]

**SCHEDULE A**

**TRADEMARK**

1. All rights in respect of the word mark "THE ZOE REPORT" under U.S. Patent and Trademark Office Registration No. 4,128,065 (Serial No. 85/313,886), Registration Date April 17, 2012.
2. All common law rights with respect to the word mark "THE ZOE REPORT" in connection with:

IC 035: on-line retail store services featuring a wide variety of consumer goods

IC 041: providing newsletters in the fields of fashion, accessories, apparel, beauty, jewelry and lifestyle via e-mail.

IC 044: providing a website featuring news, information and advice in the field of beauty; providing news, information and advice in the field of beauty.

IC 045: providing a website featuring fashion news, information and advice relating to fashion styles and trends, accessories, apparel, and jewelry; providing a website featuring news, information and advice in the field of lifestyles; providing fashion news, information and advice relating to fashion styles and trends, accessories, apparel, and jewelry; providing news, information and advice in the field of lifestyles.