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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:		NEW ASSIGNMENT			
NATU	RE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL			

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weider History Group, Inc.		02/02/2015	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	World History Group, LLC
Street Address:	421 N. Rodeo Drive
Internal Address:	Suite B
City:	Beverly Hills
State/Country:	CALIFORNIA
Postal Code:	90210
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark	
Registration Number:	2351915	AMERICA'S CIVIL WAR	
Registration Number:	1805619	AMERICA'S CIVIL WAR	
Registration Number:	2233087.	AMERICA'S CIVIL WAR	
Registration Number:	1499550	AMERICAN HISTORY	
Registration Number:	2235502	AMERICAN HISTORY	
Registration Number:	2009385	AVIATION HISTORY	
Registration Number:	2235501	AVIATION HISTORY	
Registration Number:	3578871	CIVIL WAR TIMES	
Registration Number:	1782668	GREAT BATTLES	
Registration Number:	4128346	LIVE THE HISTORY	

4/3/15, 10:28 AM

Registration Number:	1564443	MHQ		
Registration Number:	1568335	MHQ THE QUARTERLY JOURNAL OF MILITARY HI		
Registration Number:	1407648	MILITARY HISTORY		
Registration Number:	2205540	MILITARY HISTORY		
Serial Number:	85284207	MILITARY HISTORY QUARTERLY		
Registration Number:	1856750	VIETNAM		
Registration Number:	2207075	VIETNAM		
Registration Number:	1893105	WILD WEST		
Registration Number:	2205541	WILD WEST		
Registration Number:	1780275	WORLD WAR II		
Registration Number:	2205538	WORLD WAR II		

CORRESPONDENCE DATA

Fax Number:

3108205988

Phone:

310-207-3800

Email:

janet_gass@bstz.com, tm_filings@bstz.com

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.

that is unsuccessful, it is Correspondent Name:

Norman Zafman, Esq./Blakely Sokoloff

Address Line 1: Address Line 2: 12400 Wilshire Boulevard Suite 700

Address Line 4:

Los Angeles, CALIFORNIA 90025

ATTORNEY DOCKET NUMBER:

092820.G059

NAME OF SUBMITTER:

Norman Zafman, Esq.

Signature:

/Norman Zafman/

Date:

04/01/2015

Total Attachments: 5

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RECEIPT INFORMATION

ETAS ID:

TM336991

Receipt Date:

04/01/2015

Fee Amount:

\$540

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>") is made, executed and delivered as of January 26, 2015 by Weider History Group, Inc., a Nevada corporation ("<u>Assignor</u>"), for the benefit of World History Group, LLC, a Delaware limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee entered into that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignee has purchased all of Assignor's right, title and interest in, to and under (i) the trademarks, service marks and applications, registrations and renewals in connection therewith owned by Assignor and used or held for use primarily in the Business (as defined in the Purchase Agreement) and (ii) all foreign counterparts and extensions of such trademarks, service marks and applications, together with all goodwill associated therewith, including without limitation, the trademarks and service marks identified and set forth on Schedule A attached hereto (collectively, the "Marks").

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

- 1. Assignor hereby irrevocably transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's right, title and interest in and to the Marks, together with the goodwill associated therewith or symbolized thereby, all rights to sue and recover and retain damages and costs and attorneys' fees for present and past infringement of any of the Marks, whether arising prior to or subsequent to the date of this Trademark Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof.
- 2. Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States and the equivalent office in each country in which the Marks are registered to record Assignee as the owner of the Marks and issue any and all registrations, applications and renewals to Assignee, its successors, assigns, nominees or other legal representatives.
- 3. This Trademark Assignment is delivered pursuant to the Purchase Agreement, and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Trademark Assignment, the terms of the Purchase Agreement shall prevail. Except to the extent that federal law preempts state law with respect to any particular matters covered hereby, this Trademark Assignment shall be governed by and construed in accordance with the laws governing the Purchase Agreement and any dispute with respect hereto shall be resolved in accordance with the terms of the Purchase Agreement.
- 4. Nothing in this Trademark Assignment, express or implied, is intended or shall be construed to confer upon or give to any individual or entity, other than Assignor and Assignee and their respective successors and assigns, any rights or remedies under or by reason of this Trademark Assignment or any term, covenant or condition hereof, and all the terms, covenants and conditions, promises and agreements contained in this Trademark Assignment shall be for the

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sole and exclusive benefit of, and binding upon, Assignor and Assignee and their respective successors and assigns.

- 5. This Trademark Assignment may be executed in any number of counterparts (which may be delivered by facsimile or by electronic mail in PDF format), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6. Assignee acknowledges that all costs associated with implementation of this Trademark Assignment in any of the United States or foreign jurisdictions referred to in Section 2 shall be for the account of the Assignee.

[Signatures Follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be duly executed on its behalf by its duly authorized officer as of the date first written above.

	Weider H	istory Grou	p, Inc.	= 2/2/2015
	By: Name: Title:	Berr	nard J. Cartoon Secretary	
COUNTY OF				
On this, before me personal values a Nevada corporation, personally known to be whose name is subscribed to the within instruction capacity, and that by his signature on the instruction of the ins	e or proved to me on ment, and acknowleds	the basis of sa ged to me that ehalf of which	he executed the same in h	the individual his authorized
	56	A	TACHER	
ACCEPTED:				
NAME			·	
By: Name and Title ASATUN KANA AVMONDED SIG	PETYMN PATOAS			

	cate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California County of OS ANGELES)) - (
On O2 O2 20 15 before me, 10 Date personally appeared Mo Sources (Beeto Reavo Monteluo/Notury Public Here Insert Name and Title of the Officer Non Gartoon
	Name(s) of Signer(s)
subscribed to the within instrument and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/he/their signature(s) on the instrument the person(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
ALBERTO RICARDO MONTALVO Commission # 2044284 Notary Public - California Los Angeles County My Comm. Expires Oct 5, 2017	WITNESS my hand and official seal. Signature Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing thi	PTIONAL is information can deter alteration of the document or is form to an unintended document.
Description of Attached Document Title or Type of Document: The Hark As Number of Pages: Signer(s) Other Th	an Named Above:
Capacity(ies) Claimed by Signer(s)	Cinn and Names
Signer's Name: Corporate Officer — Title(s):	Signer's Name: Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	□ Partner — □ Limited □ General
☐ Individual ☐ Attorney in Fact	
☐ Trustee ☐ Guardian or Conservator	
☐ Other:Signer Is Representing:	☐ Other: Signer Is Representing:
	tary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

TRADEMARK
REEL: 005492 FRAME: 0905

SCHEDULE A

Trademark	REGISTRATION NUMBER	CLASS
AMERICA'S CIVIL WAR	2351915	16
AMERICA'S CIVIL WAR	1805619	42
AMERICA'S CIVIL WAR	2233087	42
AMERICAN HISTORY	1499550	16
AMERICAN HISTORY	2235502	42
AVIATION HISTORY	2009385	16
AVIATION HISTORY	2235501	42
CIVIL WAR TIMES	3578871	16
GREAT BATTLES	1782668	16
LIVE THE HISTORY	4128346	41
MHQ	1564443	16
MHQ THE QUARTERLY JOURNAL OF MILITARY HISTORY	1568335	16
MILITARY HISTORY	1407648	16
MILITARY HISTORY	2205540	42
MILITARY HISTORY QUARTERLY	Serial No. 85/284,207 (Pending)	9, 16 and 41
VIETNAM	1856750	16
VIETNAM	2207075	42
WILD WEST	1893105	16
WILD WEST	2205541	42
WORLD WAR II	1780275	16
WORLD WAR II	2205538	42

RECORDED: 04/01/2015

TRADEMARK REEL: 005492 FRAME: 0906