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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM343118

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE: NUNC PRO TUNC ASSIGNMENT	
EFFECTIVE DATE:	10/31/2014
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weider History Group, Inc.		10/31/2014	CORPORATION: NEBRASKA

RECEIVING PARTY DATA

Name:	Kliger Heritage Group, LLC		
Street Address:	201 East 87th Street		
Internal Address:	#23C		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10128		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2252705	BRITISH HERITAGE
Registration Number:	1892146	BRITISH HERITAGE
Registration Number:	1732908	BRITISH HERITAGE
Registration Number:	2546856	BRITISH HERITAGE ONLINE

CORRESPONDENCE DATA

Fax Number: 2128884955

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.

Phone: 2128321930

Email: jcassin@breslowwalker.com

Correspondent Name: Jeffrey K. Cassin, Esq. Address Line 1: 767 Third Avenue Address Line 2: Breslow & Walker, LLP

Address Line 4: New York, NEW YORK 10012

ATTORNEY DOCKET NUMBER:	JK2015	
NAME OF SUBMITTER:	Jeffrey K. Cassin	
SIGNATURE:	/s/Jeffrey K. Cassin	

TRADEMARK

REEL: 005535 FRAME: 0067 900326355

DATE SIGNED:	06/02/2015
Total Attachments: 5	
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TRADEMARK REEL: 005535 FRAME: 0068

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Trademark Assignment</u>") is made, executed and delivered as of October <u>31</u>, 2014 by Weider History Group, Inc., a Nevada corporation ("<u>Assignor</u>"), for the benefit of Kliger Heritage 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

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TRADEMARK REEL: 005535 FRAME: 0069 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 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]

written above. Weider History Group, Inc. By: Name: Title: COUNTY OF LOS ANGELES. 2014, before me personally of Weider History Group, Inc., a Nevada corporation, personally known to be or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity on behalf of which he acted, executed the instrument. wer to R. Monteluo ALBERTO RICARDO MONTALVO Commission # 2044284 Notary Public - California Los Angeles County **ACCEPTED:** My Comm. Expires Oct 5, 2017 Kliger Heritage Group, LLC By:

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

Jack Kliger, Chief Executive Officer

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 His	tory Group, Ir	nc.	
		By: Name: Title:			<u></u>
The state of the second	before me personall ration, personally known to l e is subscribed to the within is nd that by his signance on it	SECTION OF STREET, SECURIOR	ASSESSMENT OF STREET	24 diller rate reserved	AND DAMPA. FURDISHED
		Notary Public			

ACCEPTED:

Kliger Heritage Group, LLC

By:

Jack Kliger, Chief Executive Officer

Signature Page to Tradomicia Assignment

SCHEDULE A

Mark	Registration	Serial	Registrar	Status
	Number	Number		
BRITISH HERITAGE	2252705	75363645	USPTO	Live
BRITISH	1892146	74538026	USPTO	Live
BRITISH HERITAGE	1732908	73836967	USPTO	Live
BRITISH HERITAGE ONLINE	2546856	76208415	USPTO	Cancelled*

Any other trade names, trademarks, service marks, trade dress and logos primarily used or held for use in connection with with the Magazine, the Online Media or the Business.

* Whatever rights exist in any reinstatement of this Cancelled mark.

TRADEMARK REEL: 005535 FRAME: 0073

RECORDED: 06/02/2015