

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM374307

<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>
Vance Publishing Corporation		12/08/2015	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Farm Journal, Inc.		
<b>Street Address:</b>	30 South 15th Street		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19102		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 48</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2241409	AG LENDER	
<b>Registration Number:</b>	2953208	AG PROFESSIONAL	
<b>Registration Number:</b>	3097340	AGLINE	
<b>Registration Number:</b>	4349118	AGPROFESSIONAL	
<b>Registration Number:</b>	1372453	AGSERV	
<b>Registration Number:</b>	2519869	BOVINE VETERINARIAN	
<b>Registration Number:</b>	3424950	CATTLENETWORK	
<b>Registration Number:</b>	4501656	CITRUS + VEGETABLE	
<b>Registration Number:</b>	3245755	CROP PROTECTION REFERENCE	
<b>Registration Number:</b>	0993076	D DOANE	
<b>Registration Number:</b>	2481646	DAIRY HERD MANAGEMENT	
<b>Registration Number:</b>	2781286	DEALER UPDATE	
<b>Registration Number:</b>	1647253	DOANE	
<b>Registration Number:</b>	2665482	DOANE	
<b>Registration Number:</b>	4425759	DOANE	
<b>Registration Number:</b>	1646665	DOANE'S	
<b>Registration Number:</b>	4390389	DOANE'S	
<b>Registration Number:</b>	0772861	DOANE'S AGRICULTURAL REPORT	

OP \$1215.00 2241409

Property Type	Number	Word Mark
Registration Number:	2965835	DROVERS
Registration Number:	4082994	DROVERS CATTLENETWORK
Registration Number:	603635	FARMING FOR PROFIT
Registration Number:	3930748	FOOD SYSTEMS INSIDER
Registration Number:	2450997	FRESH TRENDS
Registration Number:	4535844	GREENBOOK DATA SOLUTIONS
Registration Number:	4780029	GREENBOOK DATA SOLUTIONS
Registration Number:	2143760	HEALTHTECH
Registration Number:	1118223	MARKET WATCH
Registration Number:	4281000	MIDWEST PRODUCE
Registration Number:	1892132	PORK
Registration Number:	2731071	PRODUCE AVAILABILITY & MERCHANDISING GUI
Registration Number:	3624901	PRODUCE MERCHANDISING
Registration Number:	2023629	PRODUCE MERCHANDISING
Registration Number:	4036619	PRODUCE RETAILER
Registration Number:	4239386	PRODUCE RETAILER
Registration Number:	0931777	PROFITAB
Registration Number:	2580935	RBCS
Registration Number:	4044135	RED BOOK UNIVERSITY SINCE 1925 RBCS
Registration Number:	2023628	SWINE PRACTITIONER
Registration Number:	1386761	THE GROWER
Registration Number:	0623086	THE PACKER
Registration Number:	4201231	THE PACKER
Registration Number:	2137467	THE RED BOOK
Serial Number:	86596468	PORK NETWORK
Serial Number:	86715529	PRODUCE MARKET GUIDE
Serial Number:	86356691	PRODUCE UNIVERSE
Serial Number:	86666111	WEST COAST PRODUCE EXPO
Serial Number:	86658295	COW/CALF PRODUCER
Serial Number:	86658269	COW/CALF PRODUCER

**CORRESPONDENCE DATA**

Fax Number: 2028428465

*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: 202-842-8800

Email: dctrademarks@dbr.com

Correspondent Name: Jennifer L. Dean

Address Line 1: 1500 K Street, NW

Address Line 2: Drinker Biddle & Reath LLP, Suite 1100

**TRADEMARK**

**REEL: 005738 FRAME: 0411**

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	031094.531409
<b>NAME OF SUBMITTER:</b>	Joelle Zajk
<b>SIGNATURE:</b>	/joellezajk/
<b>DATE SIGNED:</b>	02/24/2016
<b>Total Attachments: 7</b> source=Vance - FJ Executed Assignment Document#page1.tif source=Vance - FJ Executed Assignment Document#page2.tif source=Vance - FJ Executed Assignment Document#page3.tif source=Vance - FJ Executed Assignment Document#page4.tif source=Vance-FJ Assignment - Schedule B Trademarks#page1.tif source=Vance-FJ Assignment - Schedule B Trademarks#page2.tif source=Vance-FJ Assignment - Schedule B Trademarks#page3.tif	

## IP ASSIGNMENT

THIS IP ASSIGNMENT (this "Agreement") is made as of December [8], 2015, by and among Vance Publishing Corporation, a New York corporation (the "Company"), Vance Communications Canada, ULC, an Alberta unlimited liability company ("Company Subsidiary" and, together with the Company, the "Assignors"), and Farm Journal, Inc., a Pennsylvania corporation ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement dated as of November 30, 2015, (the "Purchase Agreement"); and

WHEREAS, the execution and delivery of this Agreement is required under the terms of the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. Assignment. Upon the terms and subject to the conditions of the Purchase Agreement, Assignors hereby sell, assign, transfer, convey and deliver to Assignee all of Assignors' right, title and interest in and to Assignors' owned and licensed Intellectual Property that do not relate exclusively to the Salon and Wood Segments, including, without limitation, the copyrights and copyright applications and registrations set forth on Schedule A, the trademarks and trademark applications and registrations set forth on Schedule B (including, without limitation, the goodwill associated therewith, including that portion of the business to which each mark pertains, and all common law rights associated therewith) and the domain names and domain name registrations set forth on Schedule C, together with the right to sue and collect for past, present and future infringement or other unauthorized use thereof, free and clear of all Liens. The parties acknowledge that this Agreement constitutes a Transfer in Ownership pursuant to the Copyright Act of 1976, 17 U.S.C. § 201(d) and that, once executed, the Assignee shall have the exclusive rights to reproduce, distribute, transmit, adapt, publicly display, publicly perform and to otherwise utilize, exploit, license and/or assign the copyrights to any third party. For the avoidance of doubt, the Intellectual Property assigned to Assignee hereunder shall include all Intellectual Property not being assigned to Bobit Business Media, Inc. or CCI Media, LLC.

2. Allocation. Notwithstanding anything to the contrary contained herein, the Assignors shall not be shall not have any Liability to any of the Purchaser Parties with respect either to the division of any of the Purchased Assets or any of the Assumed Liabilities among the Purchasers.

3. Conflict with the Purchase Agreement. This Agreement is made in accordance with and subject to the Purchase Agreement, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall

govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify, or otherwise alter the representations, warranties, covenants or obligations of the parties contained in the Purchase Agreement or the survival or expiration thereof.

4. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless the severance of such provision would be in opposition to the parties' intent with respect to such provision.

5. Amendments. Any provision of this Agreement may be amended or waived only in a writing signed by the Assignors and the Assignee.

6. Counterparts and Electronic Signatures. This Agreement may be executed in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission.

7. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement and the Exhibits and Schedules hereto shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR THE ESCROW AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY TO THIS AGREEMENT HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT THE PARTIES TO THIS AGREEMENT MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

8. No Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy, or claim under or with respect to this Agreement or any provision of this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

ASSIGNORS:

VANCE PUBLISHING CORPORATION

By: Margaret Walker  
Name: Margaret Walker  
Title: President & COO

VANCE COMMUNICATIONS CANADA, ULC

By: Margaret Walker  
Name: Margaret Walker  
Title: President & COO

*[Signature Page to Farm Journal, Inc. IP Assignment]*


TRADEMARK  
REEL: 005738 FRAME: 0415

IN WITNESS WHEREOF, each party hereto has executed, or caused its duly authorized officer to execute, this Agreement as of the date first written above.

**ASSIGNEE:**

FARM JOURNAL, INC.

By:

  
\_\_\_\_\_  
Andrew J. Weber, Jr.  
President & CEO

SIGNATURE PAGE TO IP ASSIGNMENT

**TRADEMARK**  
**REEL: 005738 FRAME: 0416**

**SCHEDULE B – Trademarks**


MARK	Registration/Application Number
AG LENDER	2241409
AG PROFESSIONAL	2953208
AGLINE	3097340
AGPROFESSIONAL	4349118
AGSERV	1372453
BOVINE VETERINARIAN	2519869
CATTLENETWORK	3424950
CITRUS + VEGETABLE	4501656
COW/CALF PRODUCER <b>COW/CALF</b> PRODUCER	86658295
COW/CALF PRODUCER	86658269
CROP PROTECTION REFERENCE	3245755
D DOANE <b>D</b> <b>DOANE</b>	993076
DAIRY HERD MANAGEMENT	2481646
DEALER UPDATE	2781286
DOANE	1647253
DOANE <b>DOANE</b>	2665482
DOANE	4425759
DOANE'S	1646665
DOANE'S	4390389
DOANE'S AGRICULTURAL REPORT	772861
DROVERS	2965835
DROVERS CATTLENETWORK <b>DROVERS</b> CattleNetwork	4082994





**SCHEDULE B – Trademarks**

MARK	Registration/Application Number
FARMING FOR PROFIT <b>FARMING</b> <i>for</i> <b>PROFIT</b>	603635
FOOD SYSTEMS INSIDER	3930748
FRESH TRENDS	2450997
GREENBOOK DATA SOLUTIONS	4535844
GREENBOOK DATA SOLUTIONS 	4780029
HEALTHTECH	2143760
MARKET WATCH	1118223
MIDWEST PRODUCE	4281000
PORK	1892132
PORKNETWORK	86596468
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PRODUCE MARKET GUIDE	86715529
PRODUCE MERCHANDISING	3624901
PRODUCE MERCHANDISING	2023629
PRODUCE RETAILER	4036619
PRODUCE RETAILER	4239386
PRODUCE UNIVERSE	86356691
PROFITAB	931777
RBCS	2580935
RED BOOK UNIVERSITY SINCE 1925 RBCS 	4044135
SWINE PRACTITIONER	2023628
THE GROWER	1386761
THE PACKER <b>THE PACKER</b>	623086
THE PACKER	4201231
THE RED BOOK	2137467

**SCHEDULE B – Trademarks**

MARK	Registration/Application Number
WEST COAST PRODUCE EXPO  WEST COAST PRODUCE EXPO	86666111

Canadian Trademarks	
MARK	Registration/Application Number
GREENBOOK (Design) 	TMA655423
DOANE (Design) 	TMA111255
AG PROFESSIONAL	TMA658219
DOANE	TMA110093