

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Art Media Antiques, LLC		11/09/2018	Limited Liability Company: DELAWARE
Art Media AIA, LLC		11/09/2018	Limited Liability Company: DELAWARE
Art Media Artnews, LLC		11/09/2018	Limited Liability Company: DELAWARE
Art Media Modern, LLC		11/09/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ArtNews Media, 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: 4			
Property Type	Number	Word Mark	
Registration Number:	0285463	THE MAGAZINE ANTIQUES	
Registration Number:	1256855	ART IN AMERICA	
Registration Number:	2401706	ARTNEWSLETTER	
Serial Number:	88164191	MODERN MAGAZINE	
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:	1835 Market Street, Suite 1050		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Jordan A. LaVine		

OP \$115.00 0285463

SIGNATURE:	/jordan lavine/
DATE SIGNED:	11/15/2018
Total Attachments: 5 source=Trademark Assignment Agreement#page1.tif source=Trademark Assignment Agreement#page2.tif source=Trademark Assignment Agreement#page3.tif source=Trademark Assignment Agreement#page4.tif source=Trademark Assignment Agreement#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** ("Agreement") is made and entered into as of the 9th day of November, 2018 by and between ArtNews Media, LLC ("Assignee"), on one hand, and Art Media AIA, LLC, Art Media Artnews, LLC, Art Media Antiques, LLC and Art Media Modern, LLC, on the other hand (each, an "Assignor" and collectively, "Assignors"), with each Assignor owning trademarks that are being assigned to Assignee herein.

WHEREAS, each Assignor is the owner of the entire right, title, interest and goodwill in and to all of its trademarks, either registered, pending or at common law, including, without limitation, the trademarks identified opposite such Assignor's names on Schedule A attached hereto (collectively, the "Trademarks");

WHEREAS, this Agreement is made and entered into in connection with the Closing of the transactions contemplated by that certain Asset Purchase Agreement, dated as of November 9, 2018 (the "Purchase Agreement"), by and among Assignee and each other Person that is a signatory thereto, including, without limitation, all of the Assignors;

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement;

WHEREAS, pursuant to the Purchase Agreement, each Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from each Assignor, all of such Assignor's direct or indirect right, goodwill, title and interest in, to and under certain assets (including, without limitation, the Trademarks);

WHEREAS, the execution and delivery of this Agreement is required by Section 4.2(b) of the Purchase Agreement; and

WHEREAS, this Agreement, as duly executed by Assignee and each Assignor, is being delivered as of the date hereof by each party hereto to the other party effective as of the Closing.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, each Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, such Assignor's entire worldwide right, title and interest in and to, including any and all common law rights thereto, as well as the goodwill of the business symbolized by, the Trademarks; together with all renewals thereof; as well as all damages and payments for past or future infringements thereof; and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on same in the future except for any trademarks or related rights constituting Excluded Assets.

Together with each Assignor's worldwide right, title and interest in and to each of the Trademarks, as well as the goodwill of the business associated with said Trademarks being assigned to Assignee, are the rights to police, monitor and enforce said Trademarks against any and all past, current and future infringements (including, without limitation, the right to sue for and collect damages caused by any such infringement) which may have occurred at any time in

the unlimited past, up to the date of this Agreement, together with any and all further privileges in the United States and throughout the world to establish use, ownership, and registration of the Trademarks.

In accordance with Section 4.3(i) and 7.2 of the Purchase Agreement, each Assignor hereby agrees to perform all affirmative acts which may be reasonably necessary or desirable to record or perfect the above-described transfer of Trademark rights, or to secure registration before the United States Patent and Trademark Office or any foreign trademark office, at Assignee's expense, as well as to cooperate with each Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks, again at Assignee's expense.

Each Assignor hereby further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all trademark and service mark registrations, amended registrations and renewals that have been or may be granted upon any application or petition for same, to Assignee, and Assignee's successors and/or assigns.

Each Assignor hereby grants to the designated attorneys of Assignee the authority and power to insert on this instrument any further identification which may be necessary or desirable for purposes of recordation by the United States Patent and Trademark Office or the trademark office of any other country throughout the world.

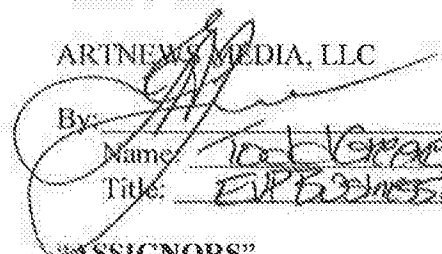
This Agreement is executed and delivered pursuant to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement.

This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to each other party. In the event that any signature is delivered by facsimile transmission or by an e-mail which contains a portable document format (.pdf) file of an executed signature page, such signature page shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of laws thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

"ASSIGNEE"

ARTNEWS MEDIA, LLC

By: 
Name: _____
Title: VP BUSINESS DEV.

"ASSIGNORS"

ART MEDIA AIA, LLC

By: _____
Name: _____
Title: _____

ART MEDIA ARTNEWS, LLC

By: _____
Name: _____
Title: _____

ART MEDIA ANTIQUES, LLC

By: _____
Name: _____
Title: _____

ART MEDIA MODERN, LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

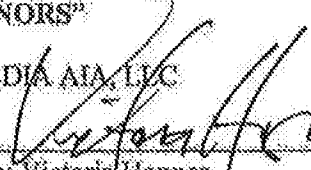
"ASSIGNEE"

ARTNEWS MEDIA, LLC

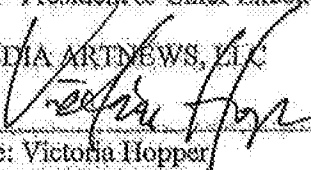
By: _____
Name:
Title:

"ASSIGNORS"

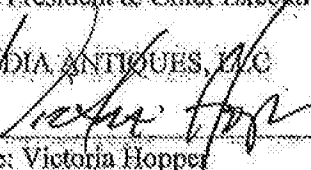
ART MEDIA AIA, LLC

By: 
Name: Victoria Hopper
Title: President & Chief Executive Officer

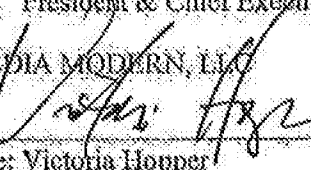
ART MEDIA ARTNEWS, LLC

By: 
Name: Victoria Hopper
Title: President & Chief Executive Officer

ART MEDIA ANTIQUES, LLC

By: 
Name: Victoria Hopper
Title: President & Chief Executive Officer

ART MEDIA MODERN, LLC

By: 
Name: Victoria Hopper
Title: President & Chief Executive Officer

SCHEDULE A

Trademark Registrations

[Note: the entities identified below are not the parties to the APA.]

<u>Assignor</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Application or Registration Number</u>
Art Media Artnews, LLC	Artnews	International	IR# 1228733
Art Media Antiques, LLC	The Magazine Antiques	United States	Reg. # 285463
Art Media AIA, LLC	Art in America	United States	Reg. # 1256855
Art Media Artnews, LLC	ARTnewsletter	United States	Reg. # 2401706
Art Media Modern, LLC	MODERN	United States	App. No. 88/164191