

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM570639

<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>
WP Company LLC		08/01/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Steve Gurney		
<b>Street Address:</b>	11128 Timberhead Lane		
<b>City:</b>	Reston		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20191		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4159908	PROAGING	
<b>Registration Number:</b>	2413503	GUIDE TO RETIREMENT LIVING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2023712540		
<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>	2023712600		
<b>Email:</b>	jshirk@sternekessler.com		
<b>Correspondent Name:</b>	Tracy-Gene G. Durkin		
<b>Address Line 1:</b>	Sterne, Kessler, Goldstein & Fox PLLC		
<b>Address Line 2:</b>	1100 New York Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Tracy-Gene G. Durkin		
<b>SIGNATURE:</b>	/Tracy Durkin/		
<b>DATE SIGNED:</b>	04/06/2020		
<b>Total Attachments: 19</b>			
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OP \$65.00 4159908

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ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (this "Agreement") is made as of the 1<sup>st</sup> day of August, 2019, by and between **WP Company LLC**, a Delaware limited liability company ("Seller"), and **Steve Gurney** (the "Buyer" and together with Seller, the "Parties").

RECITALS

A. Seller owns and operates the print and online publication "The Retirement Living Sourcebook" (the "Business").

B. Pursuant to the terms and subject to the conditions hereinafter set forth, Seller desires to sell and Buyer desires to purchase the Purchased Assets, and Seller desires to transfer and Buyer desires to assume the Assumed Contracts.

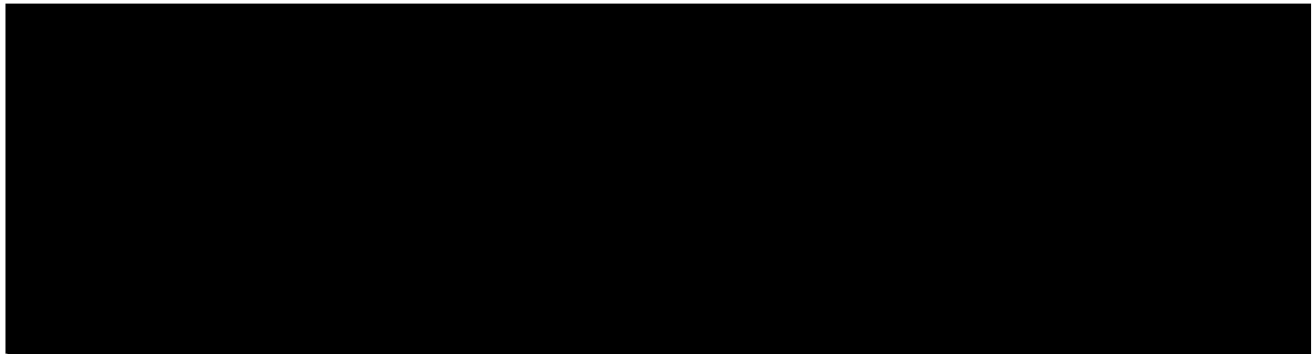
AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants, agreements, representations and warranties contained in this Agreement, Seller and Buyer agree as follows:

ARTICLE I

PURCHASE AND SALE OF ASSETS

1.1 Purchase and Sale. Upon the terms and subject to the conditions of this Agreement, on the Closing Date Seller shall sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller, the following assets associated with the Business (the "Purchased Assets"):

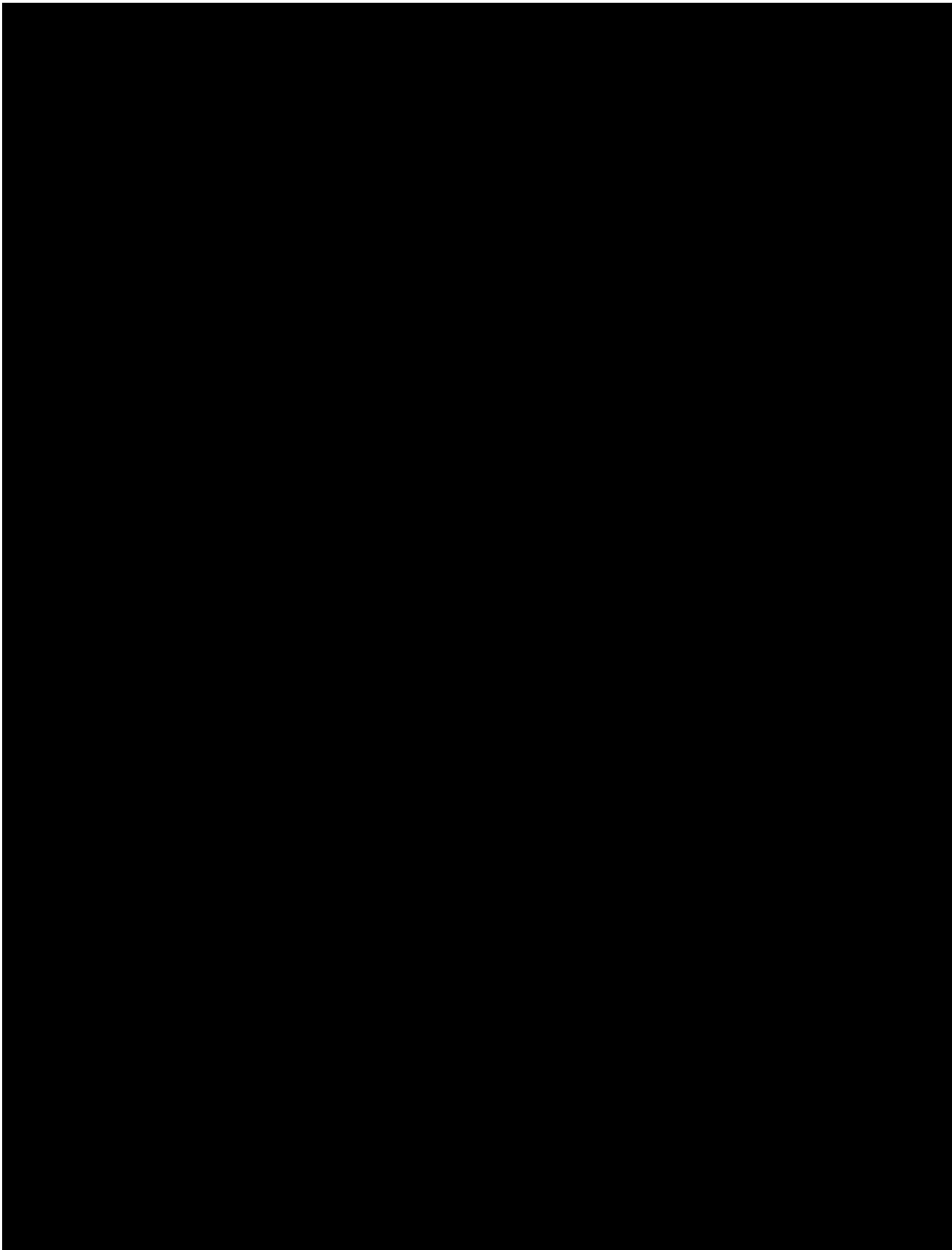


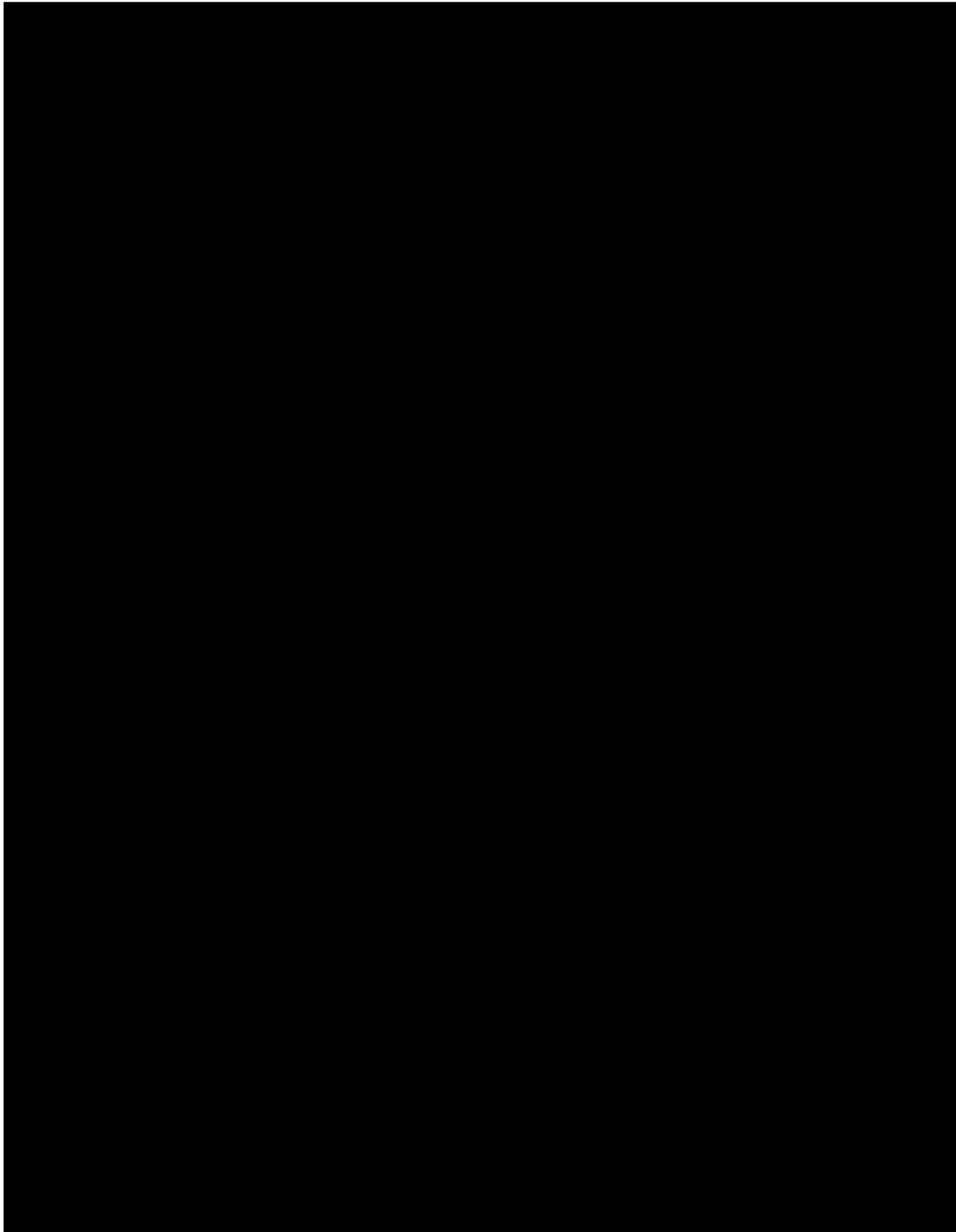
(e) the trademarks listed on Schedule 2.1(f);



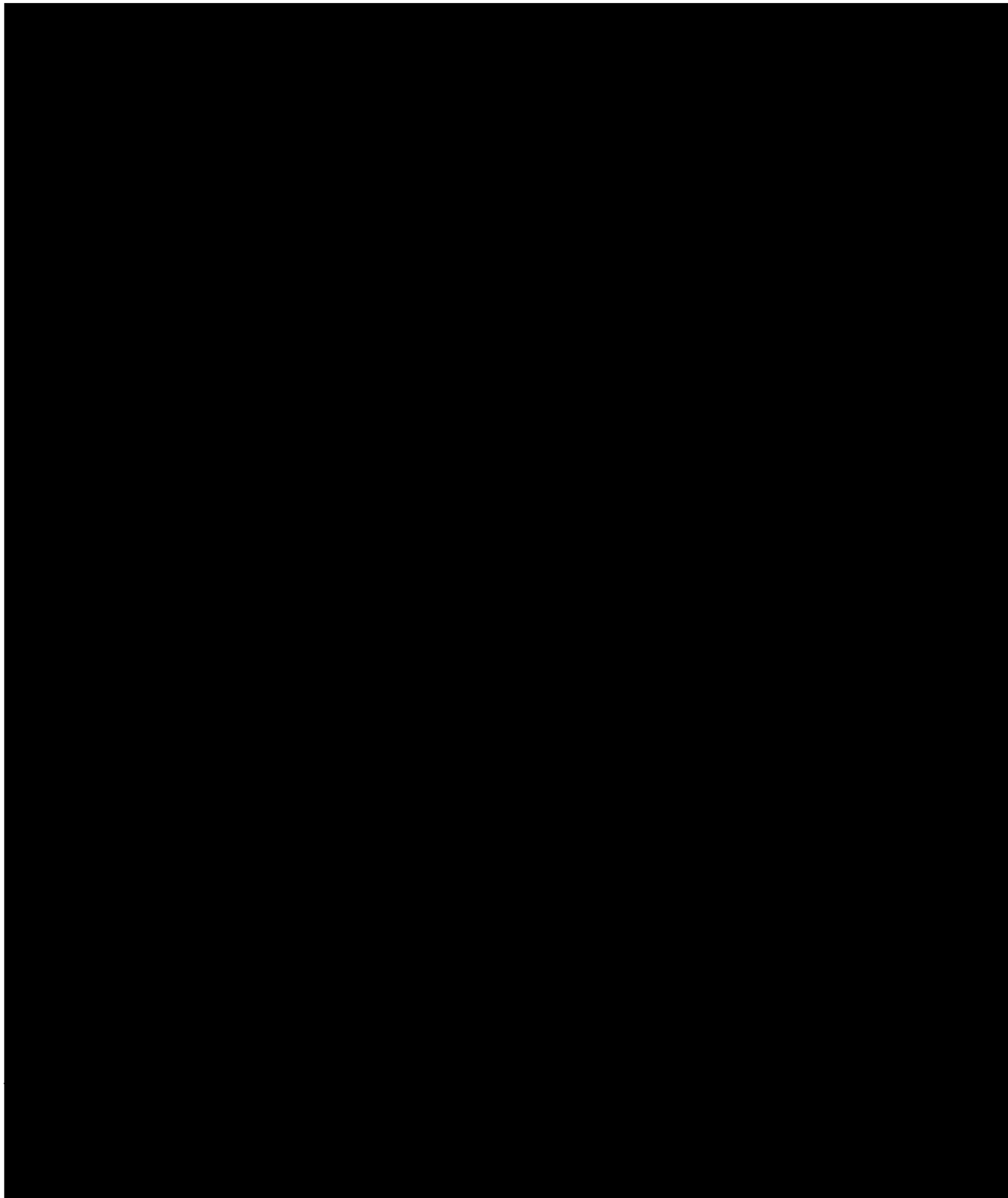
(g) all trade names and goodwill associated with the Business.

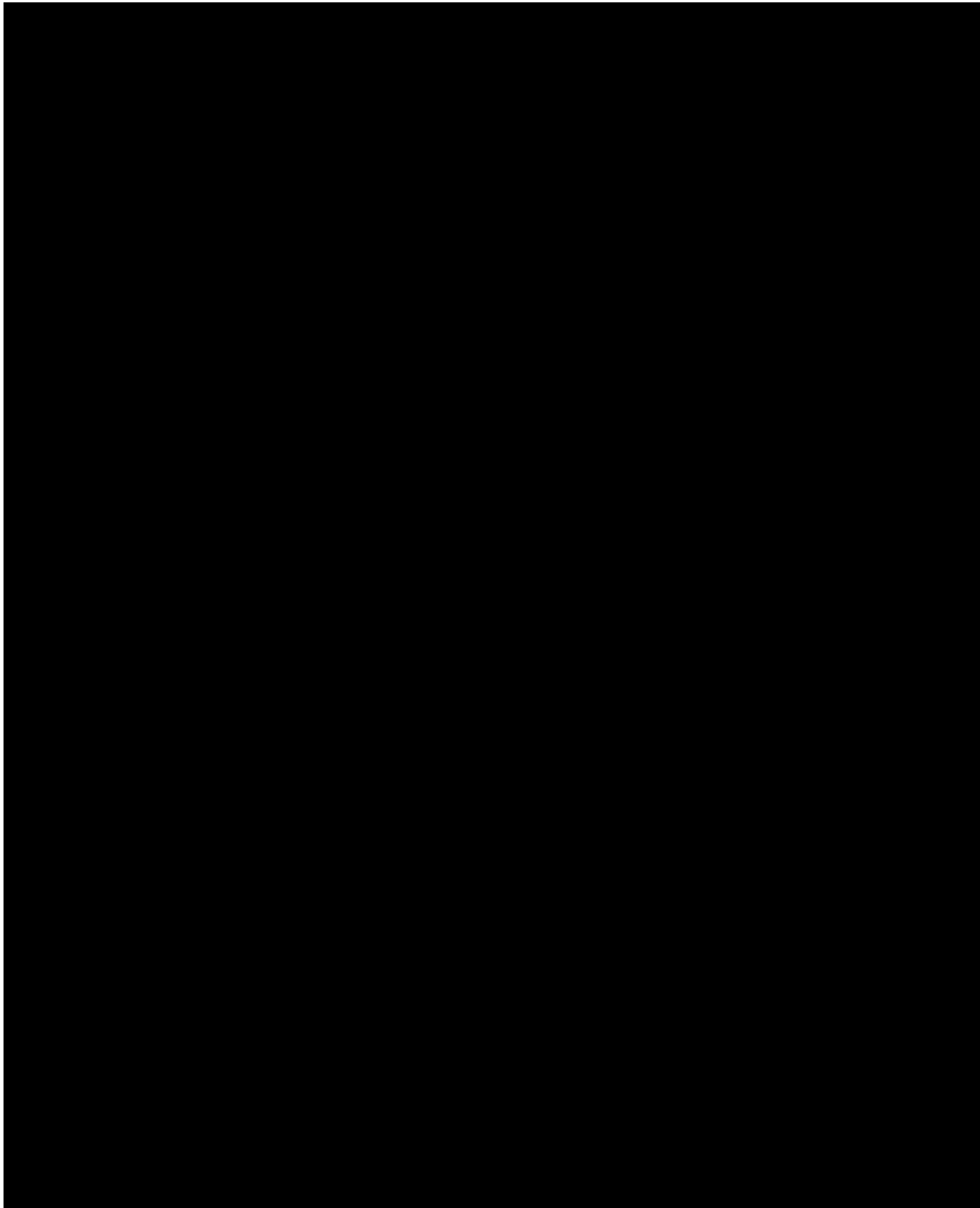


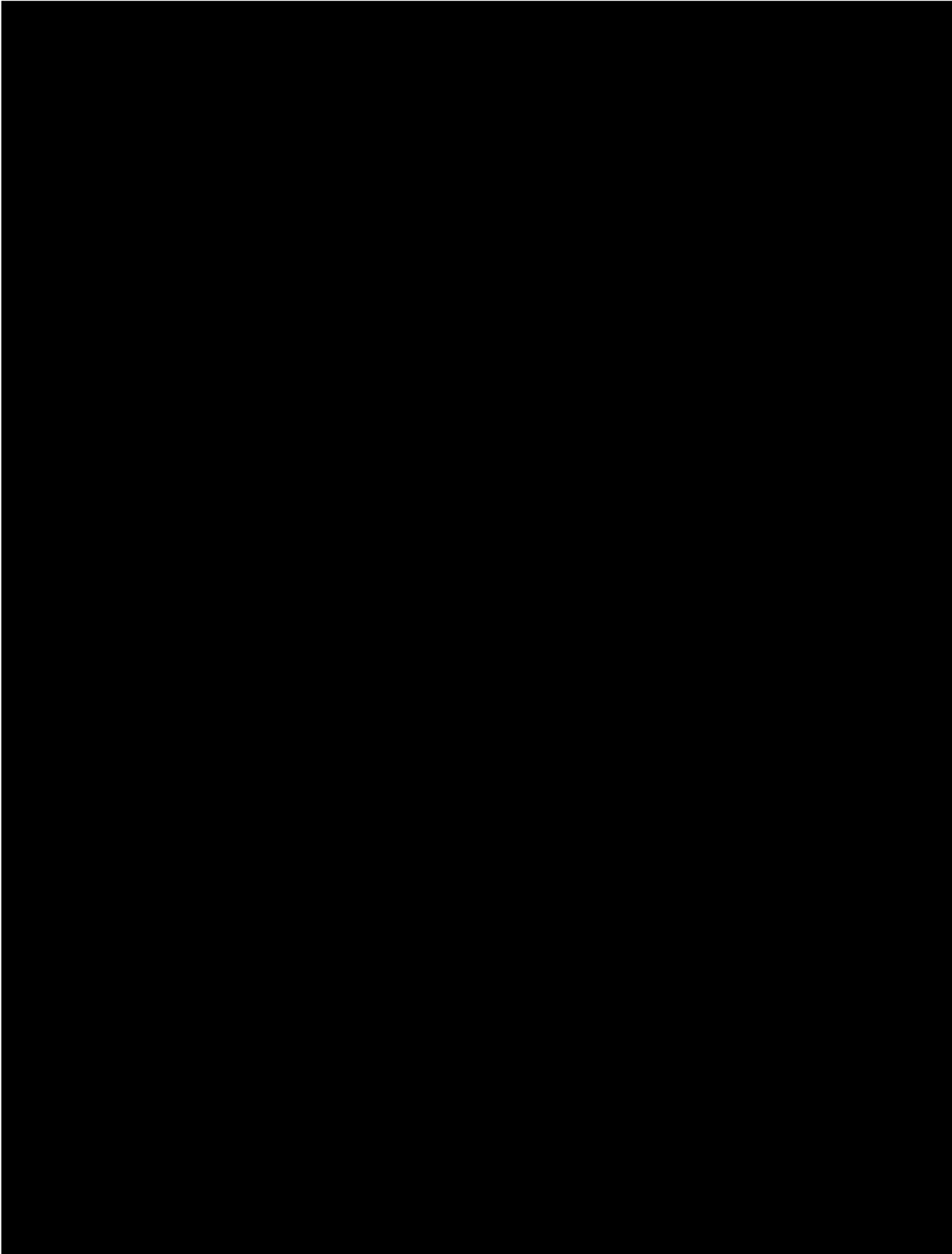




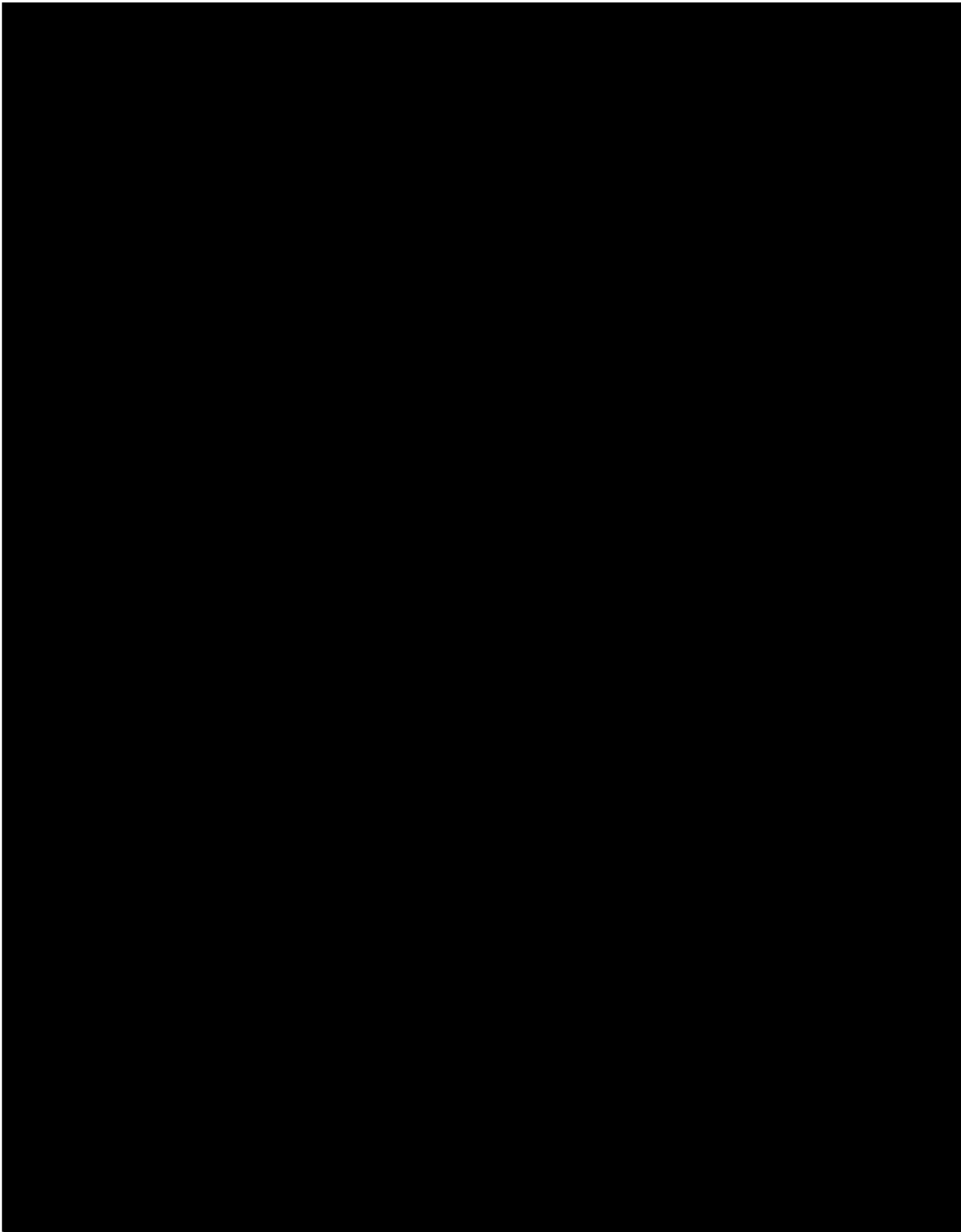
2.9 Intellectual Property. Seller owns, or possesses the right to use under valid agreements, all of the Intellectual Property that is included in the Purchased Assets. Schedule 2.9(i) contains an accurate list of all Marks that are included in the Purchased Assets, including any registrations and pending registrations with the United States Patent and Trademark Office.

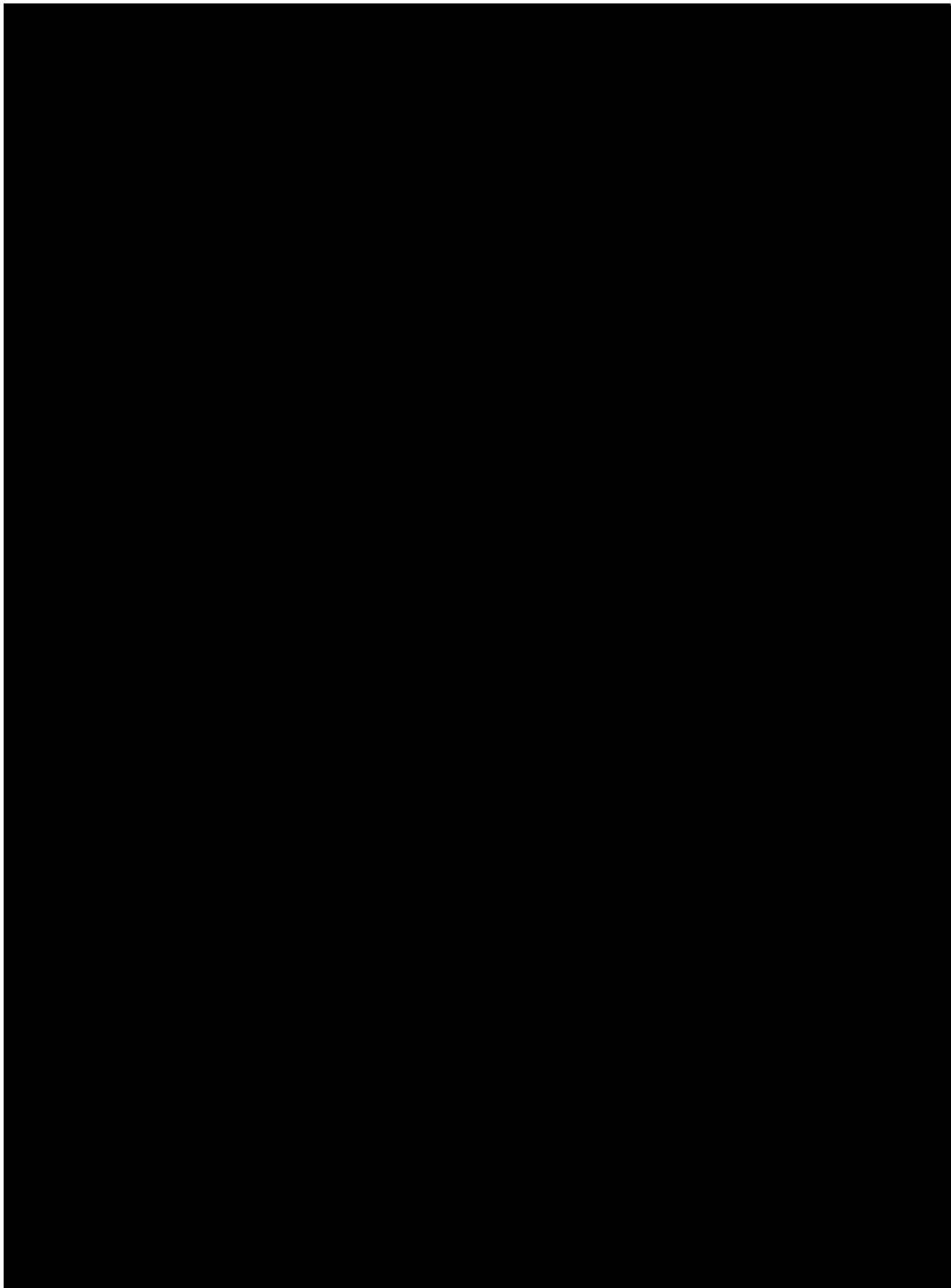


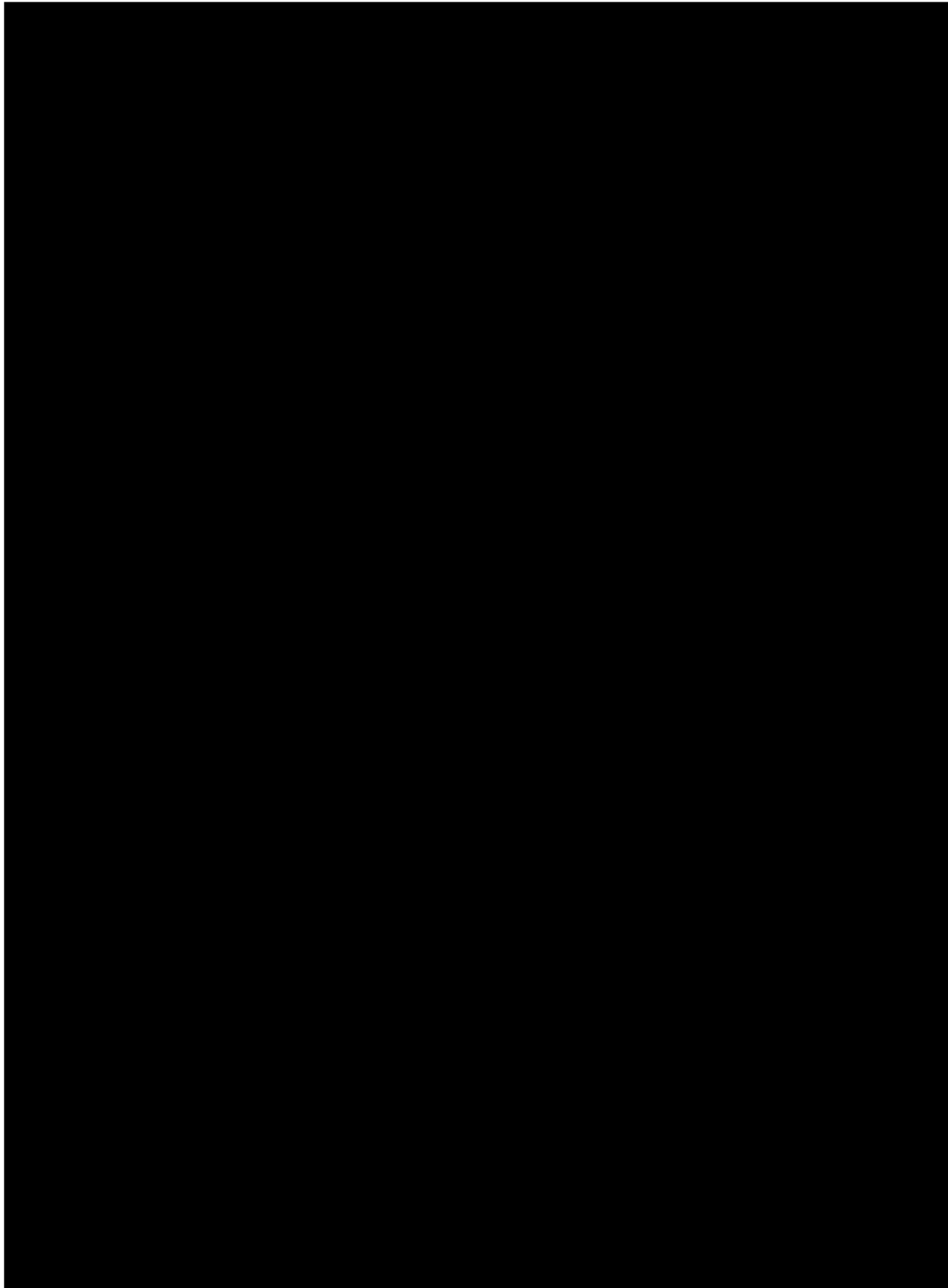


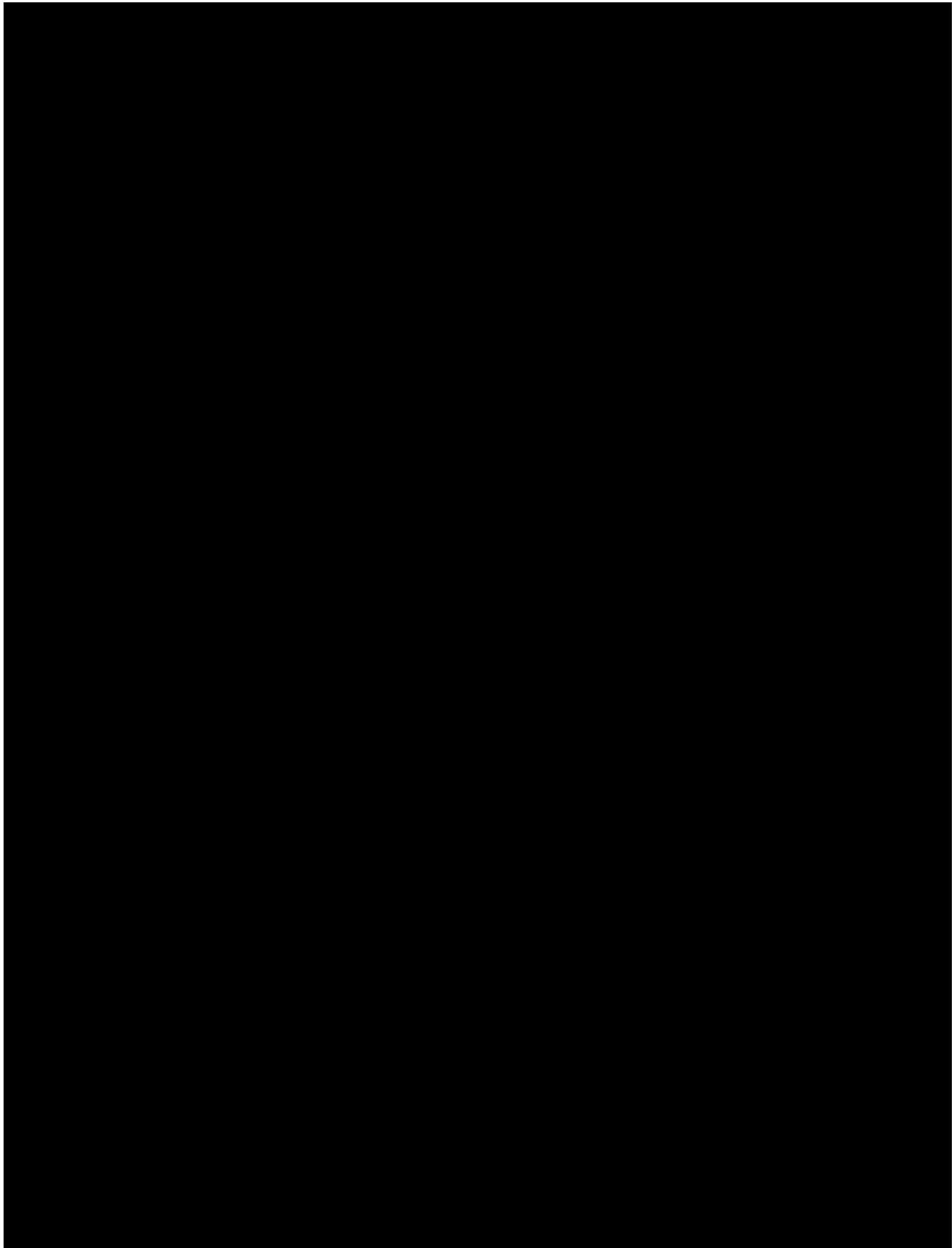


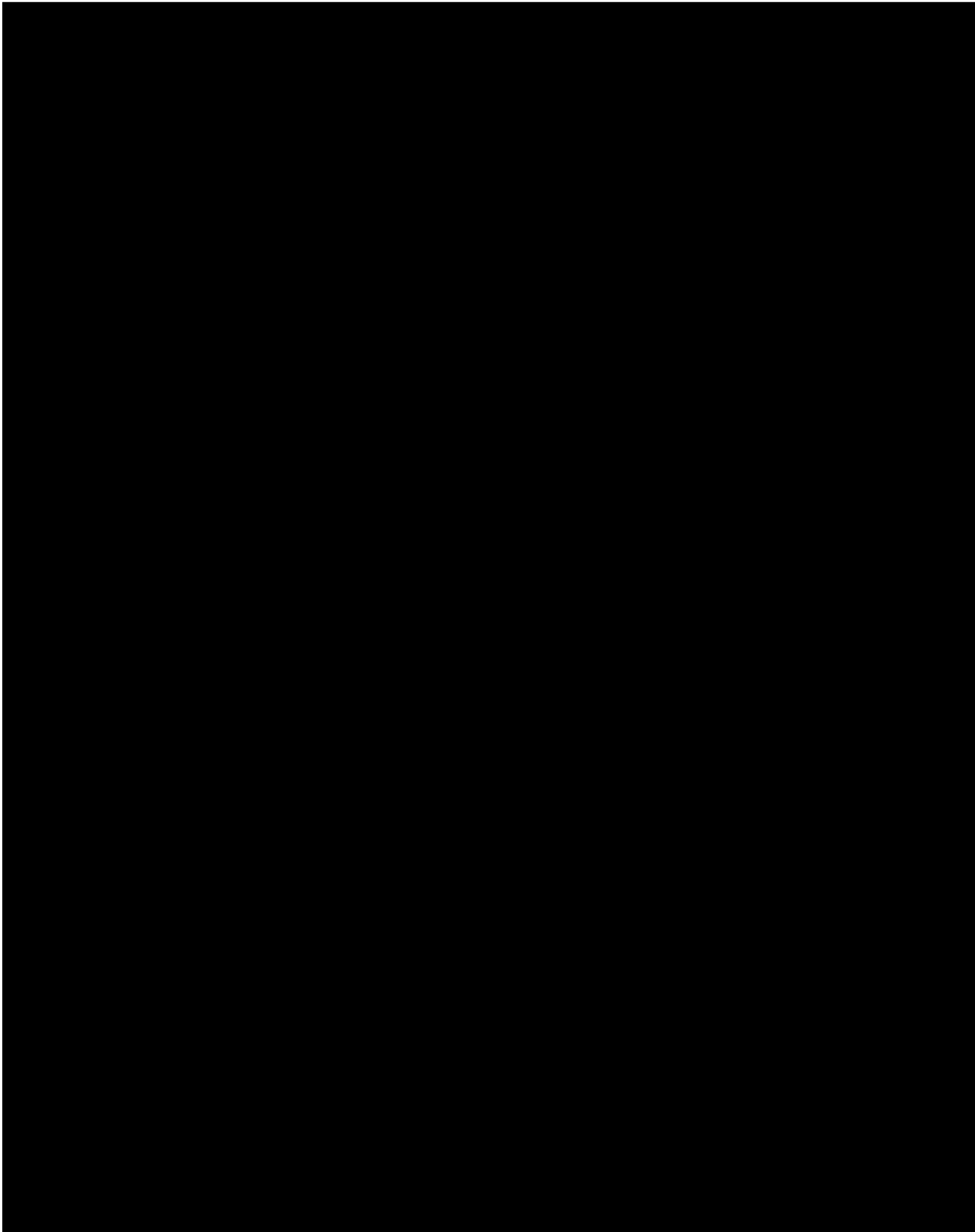


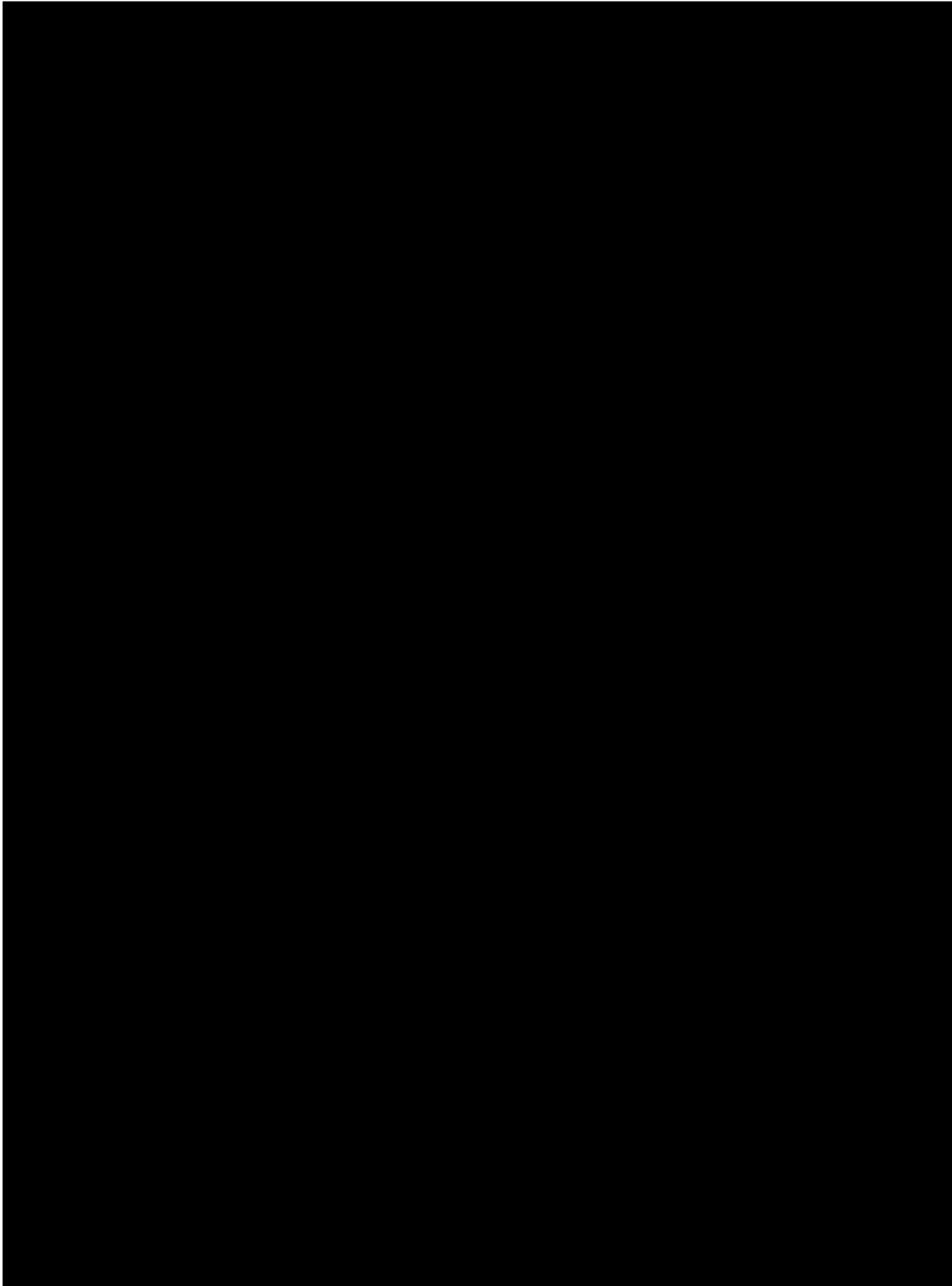


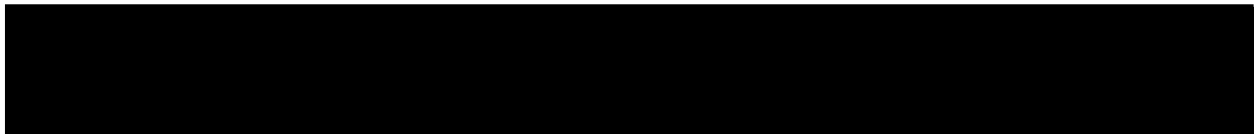






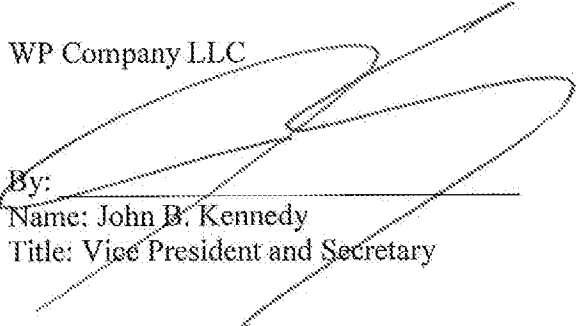




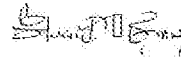


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

WP Company LLC

By:   
Name: John B. Kennedy  
Title: Vice President and Secretary

Steve Gurney

By:  8/5/2019  
Name: Steve Gurney

SCHEDULES  
TO  
ASSET PURCHASE AND SALE AGREEMENT  
BY AND BETWEEN  
STEVE GURNEY  
AND  
WP COMPANY LLC

DATED AS OF AUGUST 1, 2019



SCHEDULES

Schedule 2.1(f)

Intellectual Property

[REDACTED]

[REDACTED]

[REDACTED]

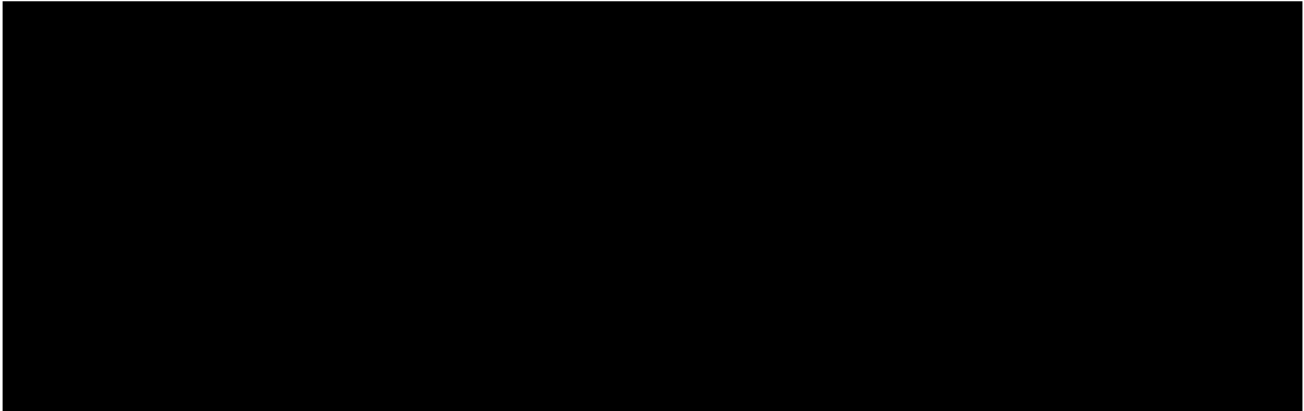
[REDACTED]

Schedule 3.9(i)

Marks

[REDACTED]

**Schedule 2.1(f)**  
**Intellectual Property**



**Trademarks:**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Proaging	4159908	June 19, 2012
Guide to Retirement Living	2413503	December 19, 2000







**Schedule 3.9(i)**  
**Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Proaging	4159908	June 19, 2012
Guide to Retirement Living	2413503	December 19, 2000