

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM298345

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alpha Media Group, Inc.		02/27/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Maxim Media Inc.		
Street Address:	415 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 36			
Property Type	Number	Word Mark	
Registration Number:	4033831	24 HOURS TO LIVE	
Serial Number:	86001199		
Serial Number:	86001124		
Registration Number:	4168240	MAXIM	
Registration Number:	2072696	MAXIM	
Registration Number:	2449119	MAXIM	
Registration Number:	3127276	MAXIM	
Registration Number:	4094226	HOMETOWN HOTTIES	
Registration Number:	4100331	HOMETOWN HOTTIES	
Serial Number:	85947921	MAXIM MASTER	
Serial Number:	85947853	MAXIM MADNESS	
Serial Number:	85947816	MAXIM WARRIOR	
Registration Number:	2786595	HOMETOWN HOTTIES	
Registration Number:	2922400	M	
Registration Number:	3567183	BEACH WATCH	
Registration Number:	1957138	BLENDER	
Registration Number:	3106578	BLENDER	
Registration Number:	3389639	BLENDER THEATER	
Registration Number:	4033590	CIRCUS MAXIMUS	
Serial Number:	85953400	MAXIM	
TRADEMARK			

OP \$915.00 4033831

Property Type	Number	Word Mark
Registration Number:	3610369	MAXIM
Serial Number:	85217714	MAXIM
Serial Number:	85652590	MAXIM
Serial Number:	77691270	MAXIM
Serial Number:	85133828	MAXIM CAMPUS
Registration Number:	3982885	MAXIM CAMPUS
Registration Number:	4027950	MAXIM HOT 100
Registration Number:	4021728	MAXIM INSIDER
Registration Number:	3607676	MAXIM PRIME
Serial Number:	85168466	MAXIMUM WARRIOR
Registration Number:	4097272	RATED YOUR ULTIMATE ENTERTAINMENT AUTHOR
Registration Number:	2191323	STUFF
Registration Number:	3604670	STUFF
Registration Number:	2165852	THE BEST THING TO HAPPEN TO MEN SINCE WO
Registration Number:	3567187	BEACH WATCH
Serial Number:	77950918	STUFF

CORRESPONDENCE DATA

Fax Number: 2122078727

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-207-8787

Email: bjl@jacobsburleigh.com

Correspondent Name: Barbara J. Lipshutz

Address Line 1: 445 Park Avenue

Address Line 2: 17th Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	MAXIM MEDIA
NAME OF SUBMITTER:	Barbara J. Lipshutz
SIGNATURE:	/Barbara J. Lipshutz/
DATE SIGNED:	03/17/2014

Total Attachments: 42
source=IP Transfer Agreement w US Marks only#page1.tif
source=IP Transfer Agreement w US Marks only#page2.tif
source=IP Transfer Agreement w US Marks only#page3.tif
source=IP Transfer Agreement w US Marks only#page4.tif
source=IP Transfer Agreement w US Marks only#page5.tif
source=IP Transfer Agreement w US Marks only#page6.tif
source=IP Transfer Agreement w US Marks only#page7.tif
source=IP Transfer Agreement w US Marks only#page8.tif
source=IP Transfer Agreement w US Marks only#page9.tif
source=IP Transfer Agreement w US Marks only#page10.tif

TRADEMARK

source=IP Transfer Agreement w US Marks only#page11.tif
source=IP Transfer Agreement w US Marks only#page12.tif
source=IP Transfer Agreement w US Marks only#page13.tif
source=IP Transfer Agreement w US Marks only#page14.tif
source=IP Transfer Agreement w US Marks only#page15.tif
source=IP Transfer Agreement w US Marks only#page16.tif
source=IP Transfer Agreement w US Marks only#page17.tif
source=IP Transfer Agreement w US Marks only#page18.tif
source=IP Transfer Agreement w US Marks only#page19.tif
source=IP Transfer Agreement w US Marks only#page20.tif
source=IP Transfer Agreement w US Marks only#page21.tif
source=IP Transfer Agreement w US Marks only#page22.tif
source=IP Transfer Agreement w US Marks only#page23.tif
source=IP Transfer Agreement w US Marks only#page24.tif
source=IP Transfer Agreement w US Marks only#page25.tif
source=IP Transfer Agreement w US Marks only#page26.tif
source=IP Transfer Agreement w US Marks only#page27.tif
source=IP Transfer Agreement w US Marks only#page28.tif
source=IP Transfer Agreement w US Marks only#page29.tif
source=IP Transfer Agreement w US Marks only#page30.tif
source=IP Transfer Agreement w US Marks only#page31.tif
source=IP Transfer Agreement w US Marks only#page32.tif
source=IP Transfer Agreement w US Marks only#page33.tif
source=IP Transfer Agreement w US Marks only#page34.tif
source=IP Transfer Agreement w US Marks only#page35.tif
source=IP Transfer Agreement w US Marks only#page36.tif
source=IP Transfer Agreement w US Marks only#page37.tif
source=IP Transfer Agreement w US Marks only#page38.tif
source=IP Transfer Agreement w US Marks only#page39.tif
source=IP Transfer Agreement w US Marks only#page40.tif
source=IP Transfer Agreement w US Marks only#page41.tif
source=IP Transfer Agreement w US Marks only#page42.tif

INTELLECTUAL PROPERTY TRANSFER AGREEMENT

This Intellectual Property Transfer Agreement is made and entered into as of February 27, 2014 (this "Agreement"), by and among Alpha Media Group Holdings Inc., a Delaware corporation ("AMGH"), Alpha Media Group Inc., a Delaware corporation ("AMG"), Alpha Media Publishing, Inc., a New York corporation ("AMP"), Alpha Media Digital, Inc., a New York corporation ("AMD"), Alpha Media Stuff, Inc., a New York corporation ("AMS"), Alpha Media Direct Mail Press, Inc., a New York corporation ("AMDMP" and together with AMGH, AMG, AMP, AMD and AMS, individually an "Assignor" and collectively, "Assignors"), and Maxim Media Inc., an Indiana corporation (the "Assignee").

WHEREAS, the Assignors and the Assignee are parties to a certain Asset Purchase Agreement, dated as of February 23, 2014, among Assignors and Assignee (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, the Assignors are agreeing to assign, sell, transfer and convey to the Assignee, and the Assignee is agreeing to purchase and accept from the Assignors, the Purchased Assets (as defined in the Purchase Agreement);

WHEREAS, one or more of the Assignors own, or have rights to, the Assigned Intellectual Property (as defined herein);

WHEREAS, pursuant to the Purchase Agreement, certain of the Assignors have agreed to, among other matters (i) assign, sell, transfer and convey to the Assignee or (ii) cause the other Assignors to assign, sell, transfer and convey to the Assignee, and the Assignee has agreed to acquire from the Assignors, the Assigned Intellectual Property; and

WHEREAS, Assignee is the successor to the portion of Assignors' business to which the Trademarks pertain, and that business is existing and ongoing;

NOW, THEREFORE, for good and valuable consideration in an amount in excess of One Dollar (\$1), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. For purposes hereof, the following shall apply:
 - (a) All capitalized terms used herein but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.
 - (b) "Assigned Copyrights" means all Copyrights owned by any and all of the Assignors and used, held for use or otherwise exploited in connection with the conduct of the Business, including those Copyrights listed on **Schedule A** hereto.
 - (c) "Assigned Intellectual Property" means all Assigned Copyrights and Assigned Trademarks.

(d) “Assigned Trademarks” means all Trademarks owned by any and all of the Assignors and used, held for use or otherwise exploited in connection with the conduct of the Business, including those Trademarks listed on **Schedule B** hereto and those Internet domain names listed on **Schedule C** hereto and those Social Media Accounts listed on **Schedule D** hereto.

2. The Assignors do hereby assign, sell, transfer, and convey to the Assignee, its successors and assigns, and the Assignee hereby accepts such assignment, sale, transfer, and conveyance of, all right, title and interest in and to the Assigned Intellectual Property and all goodwill appurtenant thereto, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all moral rights in the Assigned Copyrights. In any jurisdictions in which moral rights cannot be assigned, Assignor hereby waives any and all claims Assignor might have to such moral rights with respect to the Assigned Copyrights for all uses of the Assigned Copyrights, and to the extent such waiver is unenforceable, Assignor hereby covenants and agrees not to bring any claim, suit or other legal proceeding against Assignee, its successors, assigns or licensees, claiming that Assignor’s “moral rights” rights have been violated.

3. The Assignors shall, promptly upon the request of an Assignee from time to time, execute and deliver to such Assignee, such other documents or instruments of assignment, sale, transfer, and conveyance as such Assignee may from time to time reasonably request, to further evidence and effectuate of record any or all of the assignments, sale, transfers, and conveyances effected hereby and the transactions provided for herein, and to permit such Assignee or any agent thereof to record and reflect of record with the appropriate governmental authorities in such jurisdictions as such Assignee shall determine from time to time, such assignments, sales, transfers, or conveyances, as such Assignee shall deem reasonably necessary, and provide such assurances and other assistance as such Assignee deems reasonably necessary to effectuate or further evidence the parties’ intent under, or the purposes of, this Agreement. Without limiting the foregoing, each of the Assignors hereby irrevocably appoints the Assignee and each of its officers, signing singly, as attorney-in-fact with full power (and coupled with an interest), and with full power of substitution, to be such Assignor’s true and lawful attorney, in such Assignor’s name, place, and stead, to execute, acknowledge, and file all documents and instruments (including any instruments of assignment, sale, transfer, or conveyance), and to take all actions, which the Assignee deems reasonably necessary to effectuate or further evidence the parties’ intent under this Agreement. The Assignee shall supply the Assignors with copies of any such documents executed on the Assignors’ behalf promptly after execution.

4. Subject to Section 8.4 of the Purchase Agreement, the Assignors hereby assign to the Assignee, and its successors and assigns, the exclusive right to bring and maintain actions for, and to settle, release, and compromise, any and all claims and causes of action for infringement, misappropriation, or other violation of any Assigned Intellectual Property (including the right to initiate suit and obtain damages and attorneys’ fees and other forms of relief, both legal and equitable, arising from infringement, misappropriation, or other violation of any of the Assigned Intellectual Property), including trademark opposition and cancellation proceedings anywhere in the world, whether occurring prior to, on, or after the date hereof and to retain the proceeds thereof.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.

6. Assignee may freely assign its rights in the Assigned Intellectual Property at any time.

7. This Agreement may not be amended or modified, nor may any right or obligation under this Agreement or in respect hereof be waived, except by express written agreement of each of the parties hereto. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York (without application of principles of conflict of laws). The jurisdiction, venue and dispute resolution provisions of the Purchase Agreement are hereby incorporated into this Agreement (Sections 10.14 and 10.15 of the Purchase Agreement).

8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. The failure of any party at any time to require performance by the other party of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be a waiver of any subsequent breach of the same or any other such provision or be a waiver of the provision itself.

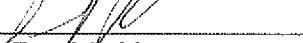
10. This Agreement and the Purchase Agreement contain the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior understandings and agreements of the parties with respect thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

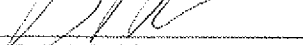
IN WITNESS WHEREOF, the undersigned have executed this Intellectual Property Transfer Agreement on the date first written above.

ASSIGNORS

ALPHA MEDIA GROUP HOLDINGS INC.

By: 
Name: Ben Madden
Title: President

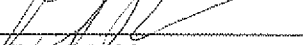
ALPHA MEDIA GROUP, INC.

By: 
Name: Ben Madden
Title: President

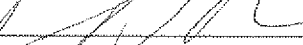
ALPHA MEDIA PUBLISHING, INC.

By: 
Name: Ben Madden
Title: President


ALPHA MEDIA DIGITAL, INC.

By: 
Name: Ben Madden
Title: President

ALPHA MEDIA STUFF, INC.

By: 
Name: Ben Madden
Title: President

ALPHA MEDIA DIRECT MAIL PRESS, INC.

By: 
Name: Ben Madden
Title: President

State of New York

County of _____

On the 27 day of February in the year 2014 before me, the under-signed, personally appeared Ben Radchen, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sworn before me

Aysha Karachopan

Notary Public

AYSHA KARACHOPAN
Notary Public, State of New York
No 01KA6223222
Qualified in Suffolk County
Commission Expires June 7, 2014

ASSIGNEE

MAXIM MEDIA INC.

By: _____

Name: Sardar Biglari

Title: Chief Executive Officer

State of New York

County of New York

On the 26th day of February in the year 2014 before me, the under-signed, personally appeared Sardar Biglari, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Sworn before me

Notary Signature

Notary Public

NGOC DUNG NGUYEN
Notary Public State of New York
No. 01NG6060216
Qualified in Queens County
Commission Expires June 18, 2015

SCHEDULE A

COPYRIGHTS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Applic. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
-------------------------	------------------------	-------------------------------	-------------------------------	-------------------------

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

<u>Copyright</u>	05/23/2005 4/26/2005 <u>Reg. No.</u>	<u>Applic.</u> <u>No.</u>	<u>Filing</u> <u>Date</u>	<u>Reg. Date</u>
------------------	--	------------------------------	------------------------------	------------------

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

Copyright

Reg. No.

Applic.
No.

Filing
Date

Reg. Date

REDACTED

SCHEDULE B

TRADEMARKS

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
		REDACTED			

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
		REDACTED			


Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
		REDACTED			


Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class

REDACTED

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
		REDACTED			

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
		REDACTED			

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
		REDACTED			
U.S.A.	24 HOURS TO LIVE	4,033,831	85/133,629	10/4/2011	16 (Magazine section featuring interviews) 41 (Entertainment services and information services, namely, providing a website featuring on-line magazines in the fields of general interest, sports, entertainment in the field of men's lifestyles and popular culture featuring celebrities, athletes and persons of interest; Providing a website for entertainment purposes where users can view and post comments, videos and photos featuring matter in the field of men's lifestyles and popular culture)
U.S.A.	Design 		86001199		41

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
U.S.A.	Design 		86001124		16
U.S.A.	MAXIM	4168240	77/691,269	7/3/2012	28 (Gaming equipment, namely, poker chips, card shufflers, dealer markers, dice and dice shakers.)
U.S.A.	MAXIM	2,072,696	75013180	6/17/1997	16 (magazines concerning men's lifestyle and popular culture)
U.S.A.	MAXIM	2,449,119	76021933	5/8/2001	42 (Providing on-line information on a variety of topics concerning men's lifestyle and popular culture)
U.S.A.	MAXIM	3127276	76468350	8/8/2006	Class 21 Beer mugs, bottle openers, bowls, boxes for dispensing paper towels, brooms, butter dishes, candle holders not of precious metal, candlesticks not of precious metal, carving boards, cat litter boxes, champagne buckets, cleaning combs, cleaning pads, clothes brushes, coasters not of paper and not being table linen, cocktail picks, cocktail shakers, coffee cups, [colanders for household use,] household containers for foods, cooking pots, cork screws, cups, cutting boards, decanters, dish drying racks, dish stands, drinking flasks, drinking glasses, [dust pans,] Dutch ovens, electric or non-electric toothbrushes, feather dusters, fireplace brushes, flower pots, frying pans, furniture dusters, glass articles, namely, decorative stained glass, glass bowls, gravy boats, hair brushes, hair combs, hip flasks, household utensils, namely, graters, ice buckets, ice cube molds for refrigerators, insulated flasks, ironing boards, kitchen ladles, lawn sprinklers, lemon squeezers, mixing spoons, mops, mouse traps, non-electric coffee pots not of precious metal, non-electric tea kettles, pepper mills, pet feeding dishes, pitchers, plastic bath racks, plastic coasters, plates, polishing cloths, portable beverage coolers, portable ice chests for food and beverages, rubber household gloves, salt shakers, saucepans, scrubbing brushes, serving ladles, serving spoons, shaped ironing board covers, shoe brushes, shower caddies, slotted spoons, soap dishes, soap

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
					dispensers, spice racks, sprayers attached to garden hoses, swizzle sticks, tea sets, tea kettles, thermal insulated containers for food or beverages, toilet brushes, toilet paper holders, toothpick holders, towel racks, vacuum flasks, wastepaper baskets, watering cans, window dusters, wine bottle cradles, wine cooling buckets, and wine racks
U.S.A.	HOMETOWN HOTTIES	4094226	78/316,122	1/31/2012	16 Books and booklets featuring photographs and biographical articles and stories about women; bumper stickers, laminated paper, printed paper signs, decals, date books, daily planners, desktop planners, calendars, book covers.
U.S.A.	HOMETOWN HOTTIES	4100331	78/981,509	2/14/2012	16 (Magazines, namely, sections of magazines featuring photographs and biographical articles and stories about women)
U.S.A.	MAXIM MASTER		85/947,921		03
U.S.A.	MAXIM MADNESS		85/947,853		03
U.S.A.	MAXIM WARRIOR		85/947816		03
U.S.A.	HOMETOWN HOTTIES	2,786,595	78/201,39 4	11/25/2003	41 (Entertainment services in the nature of a beauty contest)
U.S.A.	"M" Logo Design	2,922,400	78/571,868	02/01/2005	16 (magazines concerning men's lifestyle and popular culture)
U.S.A.	BEACH WATCH	3,567,183	77499446	1/27/2009	41 Providing online entertainment and information in the field of celebrities and celebrity news.
U.S.A.	BEACH WATCH and Design	3,567,187	77499551	1/27/2009	41 Providing online entertainment and information in the field of celebrities, and celebrity news
U.S.A.	BLENDER	1,957,138	74/541,875	2/20/1996	9 (pre-recorded CD-ROM disks and other computer readable electronic media featuring articles and accompanying graphics, audio, video and animation regarding music, film, art and theater, presented in the format of a periodical, and featuring software which allows users to interact with the material 16 (magazines regarding interactive multimedia software and pop culture)
U.S.A.	BLENDER	3,106,578	78660374	6/20/2006	41 (Providing a website that features information on music and popular culture)
U.S.A.	BLENDER THEATER	3,389,639	77141457	2/26/2008	41 Planning arrangement of showing movies, shows, plays or musical performances; Entertainment in the nature of visual and audio performances, and musical, variety, news and comedy shows; Entertainment, namely, live performances by musical bands; Providing facilities for movies, shows, plays, music or educational training

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
U.S.A.	CIRCUS MAXIMUS	4,033,590	85/086,046	10/4/2011	16 magazine section dealing with men's lifestyle and popular culture. 41 Entertainment services and information services, namely, providing an online magazine in the field of men's lifestyle and popular culture; providing online publications in the nature of online magazines in the field of automobiles and other motorized vehicles, athletic equipment, electronic equipment, electronic gadgets, exercise equipment, cameras, electronic goods, clothing, accessories, jewelry, luggage, sports and recreational activities, all of interest to male consumers; providing a website for entertainment purposes where users can view photographs, movies, and videos featuring automobiles and other motorized vehicles, athletic equipment, electronic equipment, electronic gadgets, exercise equipment, cameras, electronic goods, clothing, accessories, jewelry, luggage, sports and recreational activities, all of interest to male consumers; videotaping; arranging of beauty contests; videotape film production; Education services, namely, providing a website, articles, news and information in the field of men's lifestyle and popular culture; providing of training in the field of men's lifestyle and popular culture; entertainment services, namely, providing a website, articles, news, blogs and information in the field of men's lifestyle and popular culture; organizing and conducting sporting and cultural activities in the nature of social events and contests related to men's lifestyle; videotaping; providing online non-downloadable electronic publications in the field of men's lifestyles and popular culture; arranging of beauty contests; organization of pageants, beauty competitions and amateur sporting events; videotape film production; publication of on-line journals in the field of men's lifestyles and popular culture
U.S.A.	MAXIM		85/953400		33
U.S.A.	MAXIM	3,610,369		4/21/2009	43 Bar services; restaurant services; restaurants
U.S.A.	MAXIM		85/217714		25 Bathing suits; Beach coverups; Beachwear; Bikinis; Blazers; Blouses; Board shorts; Boxer briefs; Boxer shorts; Bralettes; Bras; Briefs; Bustiers; Camisoles; Coats of denim; Collared shirts; Corsets; Denim jackets; Denims; G-strings; Headgear, namely, caps and hats; Hooded sweatshirts; Jackets; Jeans; Jogging pants; Knit shirts; Ladies' underwear; Leggings; Lingerie; Lounge pants; Men's underwear; Negligees; Night gowns; Night shirts; Pajama bottoms; Pajamas; Panties; Panties, shorts and briefs; Pants; Polo shirts; Robes; Shapewear, namely, girdles and bras; Shorts; Skirts and dresses; Socks; Sport shirts; Suits; Sweatpants; Sweatshirts; Tank tops; Tap pants; Teddies; Tee shirts; Thongs; Ties; Track pants; Undershirts; Underwear; Underwear,

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
					namely, boy shorts; Wearable garments and clothing, namely, shirts; Women's underwear
U.S.A.	MAXIM		85/652590		3 (Aftershave, cologne; colognes, perfumes and cosmetics; fragrances; perfumes, aftershaves and colognes; scented body spray; excluding all non-perfume products)
U.S.A.	MAXIM		77/691270		41 (Night club services; On-line journals, namely, blogs featuring gaming, humor, beauty contests, movies, books, sports, videos, popular culture and men's lifestyles; Entertainment services, namely, providing a web site featuring video reviews, related film clips, and photographs featuring men's lifestyles and popular culture; Entertainment services, namely, providing a website featuring online magazines, news and articles on the concerns and interests of men, namely, history, physical fitness, sports, books, music, popular culture, movies, video games, literature, fine arts, computer game reviews and humor-oriented writings) 43 (cocktail lounge services)
U.S.A.	MAXIM CAMPUS		85/133828		41 Entertainment services and information services, namely, providing a website featuring on-line magazines in the field of entertainment, men's lifestyle and popular culture; videos in the field of entertainment, men's lifestyle and popular culture; beauty contests and model searches; providing a web site where users can post ratings, reviews and recommendations on the events and activities in the field of entertainment; arranging, organizing, conducting, and hosting social entertainment events; arranging and conducting special events for social entertainment purposes
U.S.A.	MAXIM CAMPUS	3982885	85/133810	6/21/2011	16 Magazine section in the field of men's lifestyles and popular culture in the nature of beauty contests and model searches, reviews and recommendations on events and activities in the field of entertainment, social entertainment events and special events for social entertainment purposes
U.S.A.	MAXIM HOT 100	4,027,950	85/133,681	9/20/2011	16 magazine sections concerning beauty contests, model searches. 41 Entertainment services and information services, namely, providing a website featuring on-line magazines, videos, beauty contests and model searches; providing a web site where users can post ratings, reviews and recommendations on the events and activities in the field of entertainment; arranging, organizing, conducting, and hosting social entertainment events; arranging and conducting special events for social entertainment purposes.
U.S.A.	MAXIM INSIDER	4,021,728	85/133,596	9/6/2011	35 Rating and promoting the products and services of others.
U.S.A.	MAXIM PRIME	3,607,676	78820846	4/14/2009	43 Bar services; Restaurant and bar services; Restaurant services; Restaurants.

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
U.S.A.	MAXIMUM WARRIOR		85/168,466		<p>9: G & S: Computer game software; computer game software and related instruction manual sold together as a unit; interactive video game programs; computer game cartridges; computer game discs; downloadable computer game software; video game controllers; interactive video game comprised of a cartridge or DVD sold as a unit with a video game controller; fitted plastic films known as skins for covering and protecting electronic apparatus, namely, mobile phones, smart phones, portable music players, personal digital assistants, and portable digital tablets; computer mice; mouse pads; face plates for video game consoles for use with external monitors; headsets for use with computers; keyboards.</p> <p>25: Clothing, namely, tee shirts, tank tops, sweatpants, sweatshirts, sweat shorts, baseball caps and hats, and jackets</p> <p>35: Arranging and conducting special events for commercial, promotional or advertising purposes</p> <p>41: Entertainment services in the nature of conducting sports, athletic and military contests; Entertainment services in the nature of conducting a contest involving skills with weapons; Organizing, arranging, and conducting athletic and military skills demonstrations events; Entertainment services, namely, providing an on-line computer game; online entertainment in the nature of computer game tournaments; providing online news and information in the field of computer games; entertainment services, namely, conducting contests online; providing a website for organizing, planning and executing events between computer game players and interest groups, namely, providing a web-based system and on-line portal for customers to participate in on-line gaming, operation and coordination of game tournaments, leagues and tours; Arranging and conducting special events for social entertainment purposes; arranging, organizing, conducting, and hosting social entertainment events</p>
U.S.A.	MAXIM		85/953400		33: Alcoholic beverages except beers; bourbon; brandy; gin; liqueurs; scotch; tequila; vodka; whiskey; wine
U.S.A.	RATED YOUR ULTIMATE ENTERTAINMENT AUTHORITY	4097272	85/133.572	2/7/2012	16 magazine section featuring reviews and commentary in the field of pop culture and entertainment
U.S.A.	STUFF	2,191,323	75169774	9/22/1998	16 magazines concerning automobiles and other motorized vehicles, athletic equipment, electronic equipment, electronic gadgets, exercise equipment, cameras, clothing, accessories, jewelry, luggage, and other sports, recreational, and electronic goods of interest to male consumers.

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
U.S.A.	STUFF	3,604,670	77472776	4/7/2009	16 magazine sections concerning automobiles and other motorized vehicles, athletic equipment, electronic equipment, electronic gadgets, exercise equipment, cameras, clothing, accessories, jewelry, luggage, and other sports, recreational, and electronic goods of interest to male consumers.
U.S.A.	STUFF		77/950.918		38 Mobile media services in the nature of electronic transmission of entertainment media content, namely, articles, photographs, movies, videos and blogs about automobiles and other motorized vehicles, athletic equipment, electronic equipment, electronic gadgets, exercise equipment, cameras, electronic goods, clothing, accessories, jewelry, luggage, sports and recreational activities, all of interest to male consumers 41 Entertainment services and information services, namely, providing an online magazine in the field of men's lifestyle; providing online publications in the nature of e-zines in the field of automobiles and other motorized vehicles, athletic equipment, electronic equipment, electronic gadgets, exercise equipment, cameras, electronic goods, clothing, accessories, jewelry, luggage, sports and recreational activities, all of interest to male consumers; providing a website for entertainment purposes where users can view photographs, movies, and videos featuring automobiles and other motorized vehicles, athletic equipment, electronic equipment, electronic gadgets, exercise equipment, cameras, electronic goods, clothing, accessories, jewelry, luggage, sports and recreational activities, all of interest to male consumers
U.S.A.	THE BEST THING TO HAPPEN TO MEN SINCE WOMEN	2,165,852	75304377	6/16/1998	16 magazines concerning men's lifestyle and popular culture
U.S.A.	TOYS FOR BIGGER BOYS	3,296,653	77063949	9/25/2007	36 (Charitable fundraising)
U.S.A.	YOUR MUSIC BUDDY	3,301,564	77107870	10/2/2007	16 Magazines featuring music and popular culture.

Country	Trademark	Reg. No.	Applic. No.	Reg. Date	Class
			REDACTED		

SCHEDULE C

DOMAIN NAMES

DomainName

TLD

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

SCHEDULE D

SOCIAL MEDIA ACCOUNTS

.....
.....
.....
.....
.....
.....
.....

REDACTED