

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427536

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Us Weekly LLC		04/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	American Media, Inc.		
Street Address:	4 New York Plaza		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	3701682	BABY LOVE	
Registration Number:	2914765	FASHION POLICE	
Registration Number:	2481062	FASHION POLICE	
Registration Number:	3140185	HOT STUFF	
Registration Number:	2684913	HOT STUFF	
Registration Number:	2940447	LOOSE TALK	
Registration Number:	3081941	LOVE LIVES	
Registration Number:	2936059	LOVE LIVES	
Registration Number:	2853974	SPLURGE VS. SAVE	
Registration Number:	2853976	STARS - THEY'RE JUST LIKE US	
Registration Number:	2626958	THE RECORD	
Registration Number:	2853973	THE SHOP-A-THON	
Registration Number:	2865176	THE US BUZZZZ-O-METER	
Registration Number:	2868162	THIS MINUTE YOU WANT TO KNOW ABOUT...	
Registration Number:	2614948	US	
Registration Number:	1679326	US	
Registration Number:	4084218	US STYLE	
Registration Number:	3176865	US WEEKLY	
Registration Number:	2527250	US WEEKLY	
TRADEMARK			

OP \$565.00 3701682

Property Type	Number	Word Mark
Registration Number:	2410772	US WEEKLY
Registration Number:	4425800	USTV
Registration Number:	2853977	WHEN BAD CLOTHES HAPPEN TO GOOD PEOPLE

CORRESPONDENCE DATA

Fax Number: 2016786305

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: 201-525-6305

Email: dgold@coleschotz.com

Correspondent Name: David S. Gold, Esq., Cole Schotz P.C.

Address Line 1: Court Plaza North, 25 Main Street

Address Line 4: Hackensack, NEW JERSEY 07601

NAME OF SUBMITTER:	David S. Gold
SIGNATURE:	/David S. Gold/
DATE SIGNED:	05/15/2017

Total Attachments: 6

- source=Whirlwind - Exhibit A - Trademark Assignment (Fully Executed)#page1.tif
- source=Whirlwind - Exhibit A - Trademark Assignment (Fully Executed)#page2.tif
- source=Whirlwind - Exhibit A - Trademark Assignment (Fully Executed)#page3.tif
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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (this "Agreement") is made and entered into effective as of April 25, 2017, by and between Us Weekly LLC, a limited liability company organized under the laws of the State of Delaware with its principal place of business at 1290 Avenue of the Americas, New York, New York 10104 ("Assignor"), and American Media, Inc., a corporation organized under the laws of the State of Delaware with its principal place of business at 4 New York Plaza, New York, New York 10004 ("Assignee"). Assignor and Assignee shall each be a "Party", and collectively, the "Parties".

WHEREAS, Assignor and Assignee are each a party to that certain Asset Purchase Agreement dated as of March 15, 2017 (the "Purchase Agreement"), pursuant to which Assignee has agreed to acquire substantially all of the assets and rights of the Assignor necessary for the operation of, used in and related to the Business, including those associated with the Assigned Marks (as defined below);

WHEREAS Assignor is the owner of the trademark registrations and applications and common law trademarks set forth in **Exhibit 1** and incorporated herein by reference ("Assigned Marks"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor has agreed to, among other things, transfer to Assignee the Assigned Marks, including the common law rights, registrations, applications and the goodwill associated therewith.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in the Purchase Agreement, the mutual promises of the Parties hereto and the mutual benefits to be gained by the performance hereof, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

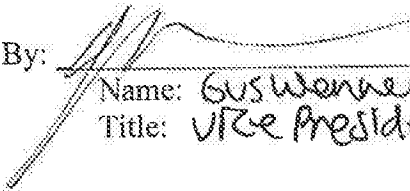
1. Assignment. Assignor does hereby assign unto Assignee all right, title and interest in and to the Assigned Marks, together with, without limitation, all associated goodwill and common law rights appurtenant thereto, and all rights of action and remedies for past, present and future infringements of any of the Assigned Marks.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Agreement upon request by Assignee. The Assignor shall execute and deliver any and all instruments and documents and take such further actions as may be reasonably necessary or reasonably requested by the Assignee in writing, including the execution of any documents, files, registrations, or other similar items, in order to ensure that the Assigned Marks are properly assigned to Assignee and to document and record with the appropriate governmental authorities the aforesaid assignment and transfer.

3. Rights under Assignment; Conflicts. Each of Assignee and Assignor, by its execution of this Agreement, hereby acknowledges that the rights and remedies of each Party under the Purchase Agreement will not be deemed to be enlarged, modified or altered in any way by such execution and acceptance of this instrument. To the extent the terms and provisions of this Agreement conflict with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern. All capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.
4. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
5. Governing Law. This Agreement shall be governed in all respects, including validity, interpretation, and effect in the manner set forth in Section 13.8 and Section 13.9 of the Purchase Agreement.
6. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

US Weekly LLC

By: 
Name: Gus Wenner
Title: Vice President

AMERICAN MEDIA, INC.


By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademark Rights to be executed as of the date first set forth above.

US Weekly LLC

By: _____
Name:
Title:

AMERICAN MEDIA, INC.

By:  _____
Name: Eric Klee
Title: Executive Vice President


[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006058 FRAME: 0320

Exhibit 1

Trademark Registrations

Mark	Country	Reg. No.	Class
BABY LOVE	United States	3701682	16
FASHION POLICE	United States	2914765	42
FASHION POLICE	United States (Supplemental)	2481062	16
HOT STUFF	United States	3140185	41
HOT STUFF	United States (Supplemental)	2684913	16
LOOSE TALK	United States	2940447	42
LOVE LIVES	United States	3081941	41
LOVE LIVES	United States	2936059	16
SPLURGE VS. SAVE	United States	2853974	16
STARS - THEY'RE JUST LIKE US	United States	2853976	16
THE RECORD	United States (Supplemental)	2626958	16
THE SHOP-A-THON	United States	2853973	16
THE US BUZZZZ-O-METER	United States	2865176	16
THIS MINUTE YOU WANT TO KNOW ABOUT...	United States (Supplemental)	2868162	16
US	United States	2614948	41, 42
US	United States	1679326	16
US STYLE	United States	4084218	16
US WEEKLY (Logo) 	United States	3176865	16

Mark	Country	Reg. No.	Class
US WEEKLY (Logo) 	United States	2527250	16
US WEEKLY	United States	2410772	16
USTV	United States	4425800	41
WHEN BAD CLOTHES HAPPEN TO GOOD PEOPLE	United States	2853977	16
US WEEKLY	Australia	873948	16
US WEEKLY & Design	Canada	TMA588836	16
US	Canada	TMA234425	16
US WEEKLY	China	1925197	16
US WEEKLY	Brazil	823924025	16
US WEEKLY	European Union	2195121	16
US WEEKLY	Japan	5573713	16
US WEEKLY	Japan	4619716	16
US WEEKLY	Mexico	736154	16
US WEEKLY	New Zealand	636950	16

Unregistered Trademark

STYLISH used in connection with an online magazine section in the fields of fashion, beauty, entertainment and style.