

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM431752

<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>
Here Media Inc.		01/01/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Here Publishing Inc.		
<b>Street Address:</b>	10990 Wilshire Blvd.		
<b>Internal Address:</b>	PH		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90024		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4897857	PRIDE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3108064268		
<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>	310-801-1398		
<b>Email:</b>	jeff.hendricks@heremedia.com		
<b>Correspondent Name:</b>	Jeffrey A. Hendricks		
<b>Address Line 1:</b>	10990 Wilshire Blvd.		
<b>Address Line 2:</b>	PH		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90024		
<b>NAME OF SUBMITTER:</b>	Jeffrey A. Hendricks		
<b>SIGNATURE:</b>	/Jeffrey A. Hendricks/		
<b>DATE SIGNED:</b>	06/19/2017		
<b>Total Attachments: 1</b>			
source=PRIDE_TM Assign_HMI to HPI (SIGNED)#page1.tif			

OP \$40.00 4897857

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), dated January 1, 2017, is entered into between Here Media Inc., a Delaware corporation ("Assignor"), and Here Publishing Inc., a Delaware corporation ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, Assignor and Assignee hereby agree to following:

1. Recitals.

a. Assignor owns all right, title and interest in and to the registered trademark "PRIDE" U.S. Reg. No. 4897857 ("Mark").

b. Assignor owns 100% of the outstanding stock of Assignee.

c. Assignor desires to assign to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Mark.

2. Assignment. Assignor hereby conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Mark, together with the goodwill associated therewith, including all renewals and extensions of registrations of the Mark, and all income, royalties and payments that hereafter become due or payable with respect to the Mark, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for and collect the same for Assignee's own use and enjoyment and that of its successors, assigns or other legal representatives.

3. Representations and Warranties. Assignor hereby represents and warrants that it is the sole and exclusive registered owner of the Mark and has the full right to convey the entire right, title and interest herein assigned; there is no current threatened or pending claims against the validity, ownership or use of the Mark; and there are no liens or security interests against the Mark.

4. Further Documents. Assignor hereby agrees that it shall execute and deliver all documents, papers, forms and authorizations, and take all other actions that may be necessary for securing, completing or vesting in Assignee full right, title and interest in the Mark. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to record this Assignment and to transfer the registration for the Mark to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with the terms of this Assignment.

5. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws rules. This Assignment may be signed in separate counterparts and delivered electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ACCEPTED AND AGREED:

HERE MEDIA INC. ("Assignor")

By: Paul Colichman  
Paul Colichman, CEO & President

HERE PUBLISHING INC. ("Assignee")

By: Paul Colichman  
Paul Colichman, CEO & President