

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM513418

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meredith Corporation		12/21/2018	Corporation: IOWA
TI Gotham Inc.	FORMERLY Time Inc.	12/21/2018	Corporation: DELAWARE
TI Atlantic Europe Holdings Limited	FORMERLY Time Atlantic Europe Holdings Limited	12/21/2018	Limited Liability Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Fortune Media IP Limited		
Street Address:	Tower 1, 30 Canton Road		
Internal Address:	812 Silvercord		
City:	Tsim Sha Tsui, Kowloon		
State/Country:	HONG KONG		
Entity Type:	Limited Liability Company: HONG KONG		
PROPERTY NUMBERS Total: 27			
Property Type	Number	Word Mark	
Registration Number:	3349242	FORTUNE	
Registration Number:	3418328	FORTUNE	
Registration Number:	3249235	FORTUNE	
Registration Number:	3557618	FORTUNE	
Registration Number:	1120995	FORTUNE	
Registration Number:	2617264	FORTUNE	
Registration Number:	2290557	FORTUNE	
Registration Number:	0634608	FORTUNE	
Registration Number:	2645123	FORTUNE 100 BEST COMPANIES TO WORK FOR	
Registration Number:	4001114	FORTUNE 1000	
Registration Number:	1368907	FORTUNE 500	
Registration Number:	4459241	FORTUNE 500	
Registration Number:	2847706	FORTUNE 500	
Registration Number:	3532709	FORTUNE 500	
Registration Number:	3589210	FORTUNE 500	
Registration Number:	1711702	FORTUNE	
Registration Number:	4605158	FORTUNE BRAINSTORM GREEN	
TRADEMARK			

CH \$690.00 3349242

Property Type	Number	Word Mark
Registration Number:	4605155	FORTUNE BRAINSTORM GREEN
Registration Number:	4605153	FORTUNE BRAINSTORM GREEN
Registration Number:	4605159	FORTUNE BRAINSTORM TECH
Registration Number:	4605156	FORTUNE BRAINSTORM TECH
Registration Number:	4605154	FORTUNE BRAINSTORM TECH
Registration Number:	2397235	FORTUNE GLOBAL 500
Registration Number:	3556775	FORTUNE GLOBAL FORUM
Registration Number:	3683179	FORTUNE SMALL BUSINESS
Registration Number:	5329826	FORTUNE INSIDER
Serial Number:	86615593	FORTUNE

CORRESPONDENCE DATA

Fax Number:

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: 215-994-4000

Email: trademarks@dechert.com

Correspondent Name: Dechert LLP

Address Line 1: 2929 Arch Street

Address Line 2: Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104

DOMESTIC REPRESENTATIVE

Name: Dechert LLP

Address Line 1: 2929 Arch Street

Address Line 2: Cira Centre

Address Line 4: Philadelphia, PENNSYLVANIA 19104

NAME OF SUBMITTER: Spencer Joffrion

SIGNATURE: /Spencer Joffrion/

DATE SIGNED: 03/08/2019

Total Attachments: 12

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page1.tif

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page2.tif

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page3.tif

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page4.tif

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page5.tif

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page6.tif

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page7.tif

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page8.tif

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page9.tif

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page10.tif

source=Project Icon (Fortune) - IP Assignment_Redacted_1_US_Filing#page11.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “IP Assignment Agreement”), dated as of December 21, 2018, is made by and among Meredith Corporation, an Iowa corporation, TI Gotham Inc., (f/k/a Time Inc.), a Delaware corporation, and TI Atlantic Europe Holdings Limited (f/k/a Time Atlantic Europe Holdings Limited), a United Kingdom limited company (each a “Seller” and, collectively, the “Sellers”) and Fortune Media IP Limited, a Hong Kong limited liability company (the “Buyer”). The Sellers and the Buyer shall be referred to herein from time to time as the “Parties” and each, a “Party.” Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of November 9, 2018, by and among Sellers and Fortune Media Group Holdings Limited, the parent company of the Buyer (“Buyer Parent”) (the “Asset Purchase Agreement”), Buyer Parent had caused Buyer to purchase the assets and assume the liabilities of the Business (as defined therein) as set forth therein; and

WHEREAS, pursuant to the Asset Purchase Agreement, inter alia, the Sellers have agreed to sell, assign, transfer, convey and deliver to the Buyer all right, title, and interests in, to and under, and the Buyer has agreed to acquire from the Sellers, those certain domain names, trademarks and copyrights set forth therein (such domain names, trademarks, and copyrights constituting a part of the Acquired Assets) (as also listed on Exhibit A, Exhibit B, and Exhibit C hereto).

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Assignment. Each Seller, as applicable, hereby sells, transfers, conveys, delivers and assigns to the Buyer all Intellectual Property Rights of such Seller or its Affiliates constituting a part of the Acquired Assets, including the following:

a. all right, title and interest in and to the Internet domain names listed on Exhibit A hereto (the “Assigned Domain Names”);

b. all right, title and interest in and to all unregistered and registered trademarks and service marks, trademark and service mark applications, common law trademarks and service marks, trade dress and logos, trade names, business names, corporate names, product names and other source or business identifiers and the goodwill associated with any of the foregoing and any renewals and extensions of any of the foregoing, as permitted in the jurisdiction where any such unregistered or registered trademarks are being used, of such Seller or its Affiliates used primarily in the Business, including those listed on Exhibit B hereto (the “Assigned Trademarks”); and

c. all right, title and interest in and to all copyrights and all other rights with respect to works of authorship, and all copyright registrations thereof and applications therefor and renewals, extensions and reversions thereof, and all other rights corresponding thereto throughout the world (including all moral and economic rights, however denominated) of such Seller or its

Affiliates used primarily in the Business, including those listed on Exhibit C (the “Assigned Copyrights,” and, together with the Assigned Domain Names and Assigned Trademarks, the “Assigned IP”).

2. Recordation and Further Actions.

a. Each Seller, as applicable, hereby authorizes and requests the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions throughout the world to record and register this IP Assignment Agreement upon request by the Buyer.

b. Upon the Buyer’s request, each Seller, as applicable, will take such steps and actions, and provide such cooperation and assistance to the Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned IP to the Buyer, or any assignee or successor thereto. The transfer and assignment of the Assigned Domain Names shall be deemed to have been perfected for purposes of the preceding sentence when: (i) the Buyer’s registrar has confirmed the transfer of the Assigned Domain Names; (ii) the applicable WHOIS database identifies the Buyer or the Buyer’s representative as the registrant of the Assigned Domain Names; and (iii) the Buyer has administrative and technical access to the Assigned Domain Names and sole control over the locations to which the Assigned Domain Names refer visitors.

c. Further Assurances. Each Seller agrees to: (i) cooperate with Buyer in taking any action which Buyer reasonably requests to perfect or enforce Buyer’s rights hereunder, and (ii) execute, when requested, any other documents reasonably requested by Buyer in connection therewith.

3. Terms of the Asset Purchase Agreement. This IP Assignment Agreement is intended to evidence the consummation of the transfer and assignment by the Sellers to the Buyer of the Assigned IP, as contemplated by the Asset Purchase Agreement and pursuant to the terms thereof which are hereby incorporated by reference into this IP Assignment Agreement. Each Seller and the Buyer, by their execution of this IP Assignment Agreement, each hereby acknowledges and agrees that neither the representations and warranties nor the rights and remedies of any Party under the Asset Purchase Agreement shall be deemed to be enlarged, modified, or altered in any way by this IP Assignment Agreement. In the event of any inconsistencies, ambiguities or conflict between this IP Assignment Agreement and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern.

4. Miscellaneous. This IP Assignment Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns. This IP Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Delaware. This IP Assignment Agreement is

not intended to nor will confer upon any other Person any right, benefit or remedy of any nature whatsoever under or by reason of this IP Assignment Agreement.


5. Counterparts. This IP Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Assignment Agreement by facsimile or scanned page (including .PDF) shall be as effective as delivery of a manually executed counterpart to this IP Assignment Agreement.

[Remainder of page intentionally left blank.]

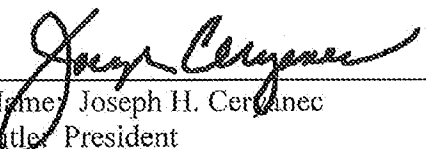
IN WITNESS WHEREOF, the Parties have executed and delivered this Intellectual Property Assignment Agreement as of the day and year first above written.

SELLERS:


MEREDITH CORPORATION

By: 
Name: Joseph H. Ceryanec
Title: Chief Financial Officer

TI GOTHAM INC.

By: 
Name: Joseph H. Ceryanec
Title: President

TI ATLANTIC EUROPE HOLDINGS LIMITED

By: 
Name: Joseph H. Ceryanec
Title: Director

[INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed and delivered this Intellectual Property Assignment Agreement as of the day and year first above written.

BUYER:

FORTUNE MEDIA IP LIMITED

By:  _____
Name: Victor Ho Man Pang
Title: Sole Director

[INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT]

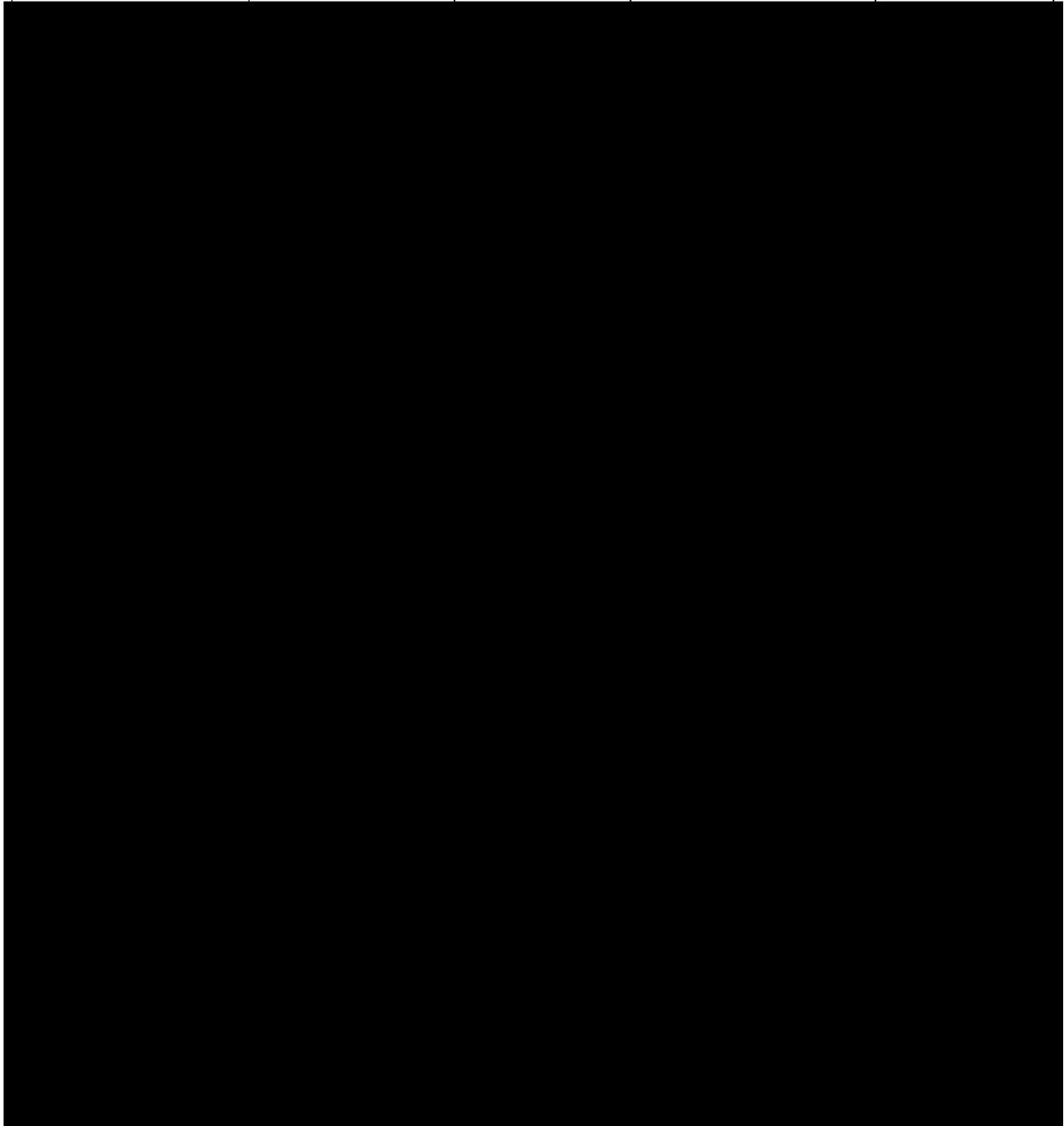
TRADEMARK
REEL: 006585 FRAME: 0577

EXHIBIT B

ASSIGNED TRADEMARKS

Registered Trademarks:

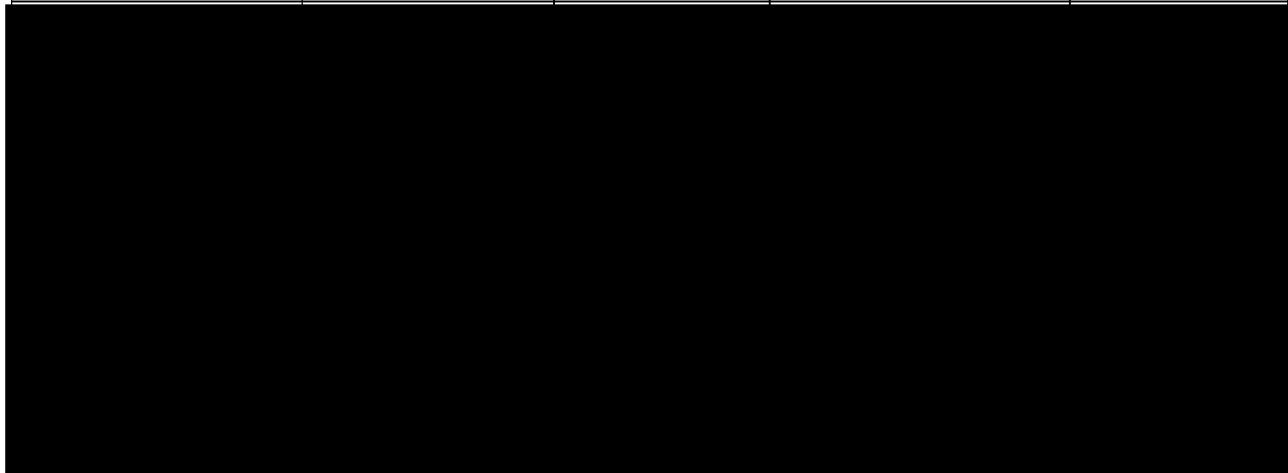
Trademarks	Owner	Registration No.	Jurisdiction	Registration Date
------------	-------	------------------	--------------	-------------------



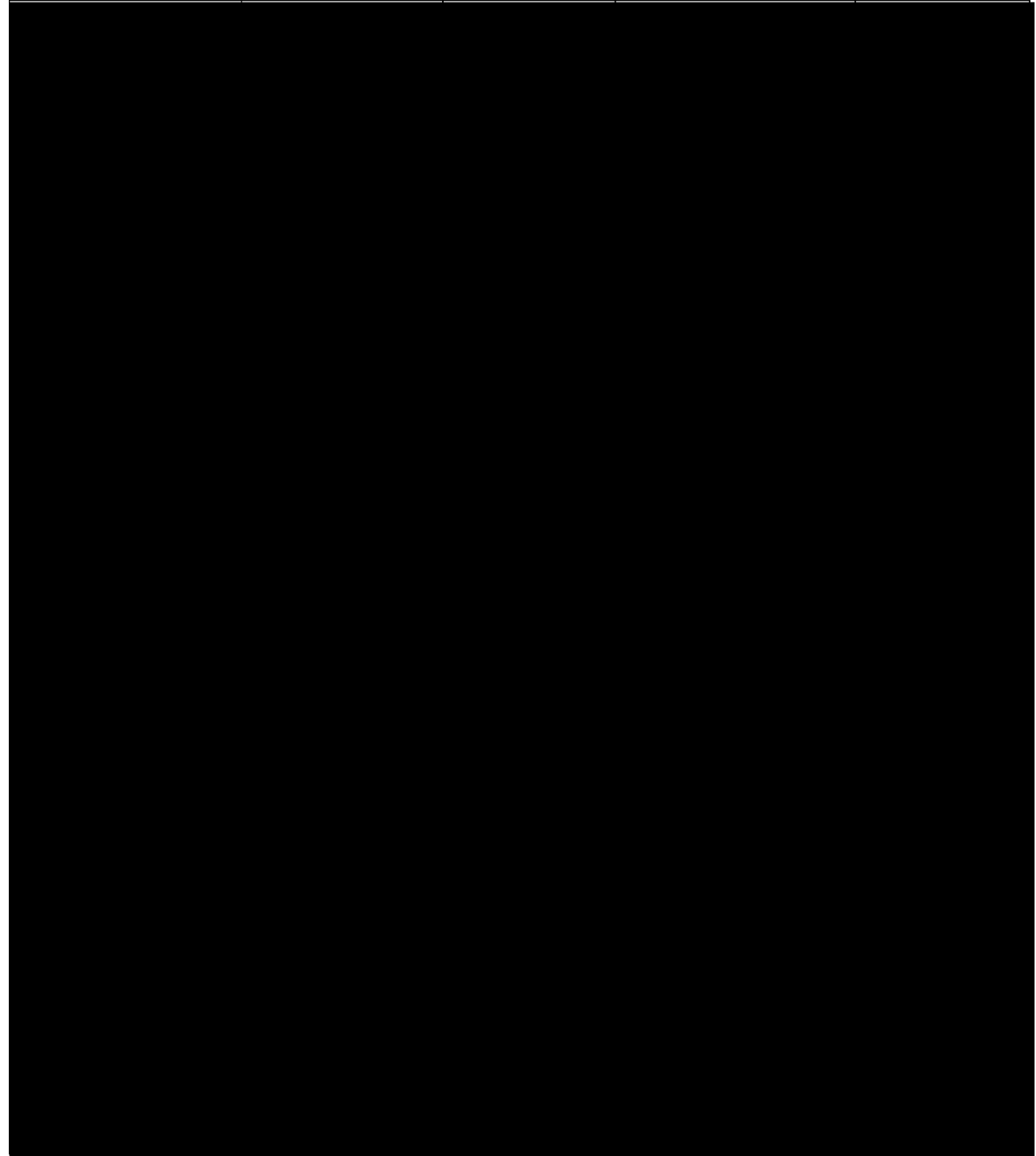
Trademarks	Owner	Registration No.	Jurisdiction	Registration Date
FORTUNE	Time Inc.	3349242	United States of America	4-Dec-07
FORTUNE	Time Inc.	3418328	United States of America	29-Apr-08
FORTUNE	Time Inc.	3249235	United States of America	5-Jun-07
FORTUNE	Time Inc.	3557618	United States of America	6-Jan-09
FORTUNE	Time Inc.	1,120,995	United States of America	26-Jun-79
FORTUNE	Time Inc.	2617264	United States of America	10-Sep-02
FORTUNE	Time Inc.	2,290,557	United States of America	2-Nov-99
FORTUNE	Time Inc.	0634608	United States of America	18-Sep-56
FORTUNE 100 BEST COMPANIES TO WORK FOR	Time Inc.	2,645,123	United States of America	5-Nov-02
FORTUNE 1000	Time Inc.	4001114	United States of America	26-Jul-11

Trademarks	Owner	Registration No.	Jurisdiction	Registration Date
FORTUNE 500	Time Inc.	1368907	United States of America	5-Nov-85
FORTUNE 500	Time Inc.	4459241	United States of America	31-Dec-13
FORTUNE 500	Time Inc.	2,847,706	United States of America	1-Jun-04
FORTUNE 500	Time Inc.	3532709	United States of America	11-Nov-08
FORTUNE 500	Time Inc.	3589210	United States of America	10-Mar-09
FORTUNE AND DESIGN	Time Inc.	1,711,702	United States of America	1-Sep-92
FORTUNE BRAINSTORM GREEN	Time Inc.	4605158	United States of America	16-Sep-14
FORTUNE BRAINSTORM GREEN	Time Inc.	4605155	United States of America	16-Sep-14
FORTUNE BRAINSTORM GREEN	Time Inc.	4605153	United States of America	16-Sep-14
FORTUNE BRAINSTORM TECH	Time Inc.	4605159	United States of America	16-Sep-14
FORTUNE BRAINSTORM TECH	Time Inc.	4605156	United States of America	16-Sep-14
FORTUNE BRAINSTORM TECH	Time Inc.	4605154	United States of America	16-Sep-14

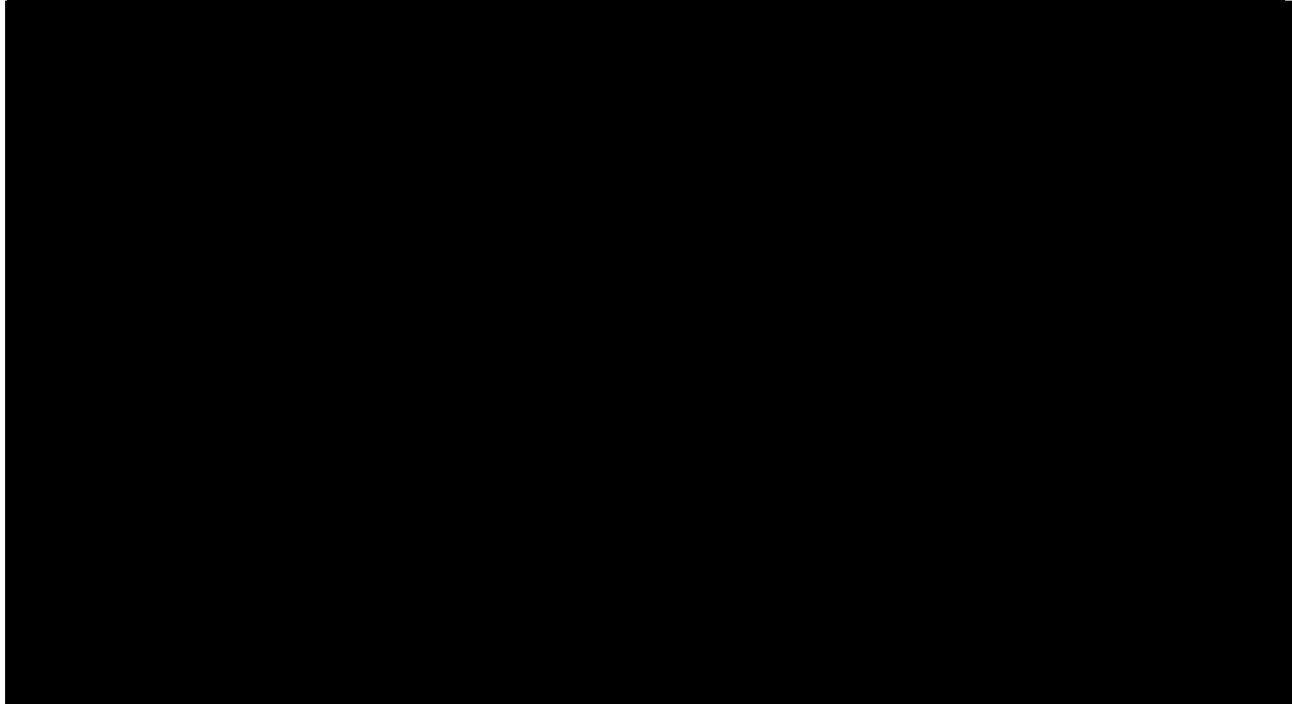
Trademarks	Owner	Registration No.	Jurisdiction	Registration Date
FORTUNE GLOBAL 500	Time Inc.	2,397,235	United States of America	24-Oct-00



Trademarks	Owner	Registration No.	Jurisdiction	Registration Date
[REDACTED]				
FORTUNE GLOBAL FORUM	Time Inc.	3556775	United States of America	6-Jan-09



Trademarks	Owner	Registration No.	Jurisdiction	Registration Date
FORTUNE SMALL BUSINESS	Time Inc.	3683179	United States of America	15-Sep-09
FORTUNE INSIDER	Time Inc.	5329826	United States of America	7-Nov-17



Pending Trademark Applications:

Trademark	Owner	Country	Application No.	Application Date
FORTUNE	Time Inc.	United States of America	86615593	30-Apr-15