

10-18-1999



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

Conveying Party

- Mark if additional names of conveying parties attached
- Name  Execution Date  
Month Day Year
- Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached
- Name
- DBA/AKATA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)  City  State/Country  Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

10/19/1999 TTON11 00000016 2178031

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 001975 FRAME: 0284

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

DEBRA M FEINS

Name of Person Signing

Debra M Feins

Signature

10/15/99

Date Signed

## NOTICE OF SECURITY INTEREST IN TRADEMARKS

U.S. Patent and Trademark Office  
Office of Public Records  
Attn: Customer Services Counter  
1213 Jefferson Davis Highway, Third Floor  
Arlington, Virginia 22202

Ladies and Gentlemen:

Pursuant to a Conditional Assignment of Trademarks dated October 5, 1999 among CREATIVE LOAFING, INC. (formerly, Eason Publications, Inc.) ("CL"), CL CHARLOTTE, INC. ("Charlotte"), CL SAVANNAH, INC. ("Savannah"), CL GREENVILLE, INC. ("Greenville"), CL BIRMINGHAM, INC. ("Birmingham") and CREATIVE LOAFING NTWRK, INC. (formerly Creative Loafing, Inc.) ("CLN"), each a Georgia corporation, and CL SPECTATOR, LLC ("Spectator"), CL-ATLANTA, LLC ("Atlanta"), and JAM MAGAZINE, LLC ("Jam"), each a Georgia limited liability company) (CL, Charlotte, Savannah, Greenville, Birmingham, CLN, Spectator, Atlanta and Jam, herein collectively the "Assignors" and individually, each an "Assignor", as the context so requires) and CITIZENS BANK OF MASSACHUSETTS, a Massachusetts savings bank, having a principal place of business at 28 State Street, Boston, Massachusetts 02109 (the "Bank") (as amended, restated or otherwise modified from time to time), the Assignors have granted to the Bank, a continuing security interest in and conditional assignment of its now owned or licensed (whether as licensee or licensor) or hereafter acquired or licensed (whether as licensee or licensor) registered trademarks and service marks and trademarks and service marks for which applications to register, and in the case of "intent to use" applications, "verified statements of use" under 15 U.S.C. §1060, have been filed and are pending or are hereafter filed with the U.S. Patent and Trademark Office (the "PTO") or any other governmental authority, including but not limited to, those registered trademarks and service marks and trademark and service mark applications listed on Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time), all renewals thereof, all proceeds of infringement suits, the sole right to sue for past, present, future and threatened infringements of and all rights corresponding thereto throughout the world, and any royalties, licenses, fees, proceeds, improvements and subsequent trademarks or service marks obtained in connection therewith (all of the foregoing being hereinafter collectively referred to as the "Trademarks"), together with a continuing security interest in and a conditional assignment of all its right, title and interest in and to the goodwill of the business to which each of the Trademarks relates. The security interests granted herein are granted in conjunction with the security interests granted by the Assignors to the Bank in the Collateral defined and described under a Security Agreement of even date herewith which, among other things, relate to the products sold under the Trademarks.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to duly execute this Notice of Security Interest in Trademarks as of this 5<sup>th</sup> day of October, 1999.

CITIZENS BANK OF MASSACHUSETTS

By: Eileen K. Orscheln  
Eileen K. Orscheln  
Vice President

CREATIVE LOAFING, INC.  
(formerly, Eason Publications, Inc.)

By: Deborah Eason  
Deborah Eason  
President

CL-ATLANTA, LLC

By: Deborah Eason  
Deborah Eason  
Manager

CL CHARLOTTE, INC.

By: Deborah Eason  
Deborah Eason  
President

CL SAVANNAH, INC.

By: Deborah Eason  
Deborah Eason  
President

CL GREENVILLE, INC.

By: Deborah Eason  
Deborah Eason  
President

CL BIRMINGHAM, INC.

By: Deborah Eason  
Deborah Eason  
President

CREATIVE LOAFING NTWRK, INC.  
(Formerly, Creative Loafing, Inc.)

By: Deborah Eason  
Deborah Eason  
President

CL SPECTATOR, LLC

By: Deborah Eason  
Deborah Eason  
Manager

JAM MAGAZINE, LLC

By: Deborah Eason  
Deborah Eason  
Manager

THE COMMONWEALTH OF MASSACHUSETTS  
SUFFOLK COUNTY

On this 12<sup>th</sup> day of October, 1999, before me personally appeared Eileen K. Orscheln, a Vice President of CITIZENS BANK OF MASSACHUSETTS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of said Massachusetts savings bank, and acknowledged said instrument so executed to be her free act and deed in said capacity and the free act and deed of said Massachusetts savings bank.

Notary Public: *Wayne Bruce Ferguson*

My commission expires: June 19, 2003

STATE OF GEORGIA  
COUNTY OF FULTON

On this 5<sup>th</sup> day of October, 1999, before me personally appeared Deborah Eason, President of each of CREATIVE LOAFING, INC. (formerly, EASON PUBLICATIONS, INC.), , CL CHARLOTTE, INC., CL SAVANNAH, INC., CL GREENVILLE, INC., CL BIRMINGHAM, INC., and CREATIVE LOAFING NTWRK, INC. (formerly, CREATIVE LOAFING, INC.) and Manager of each of CL SPECTATOR, LLC, CL-ATLANTA, LLC. and JAM MAGAZINE, LLC personally known to me (or proved to me on the basis of satisfactory evidence) to be the person that executed this instrument, on behalf of said corporations and companies, and acknowledged said instrument so executed to be her free act and the free act and deed of said corporations and companies.

Notary Public: *Wayne Bruce Ferguson*

My commission expires: Notary Public, Fulton County, Georgia  
My Commission Expires January 30, 2001

**EXHIBIT A**

A. Registered Trademarks owned by each Assignor:

Creative Loafing, Inc. (formerly, Eason Publications, Inc.):

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
CREATIVE LOAFING NTWRK	2,178,031	8/04/1998
GWINNETT LOAF	1,824,380	3/01/1994
CREATIVE LOAFING	1,421,046	12/16/1986

B. Pending Trademark Applications:

Creative Loafing, Inc. (formerly, Eason Publications, Inc.):

<b>SERIAL NO.</b>	<b>MARK</b>	<b>FILING DATE</b>
75-241319	THE SOCIETY OF CREATIVE LOAFERS	2/13/97
75-755855	CREATIVE LOAFING	7/20/99