

06-05-2000

TRADEMARK



101341590

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 Agreement

Merger

Change of Name

Other _____

Effective Date
Month Day Year
02/14/2000

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
2-14-2000

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/AKA/TA

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.)

04/07/2000 DNGUYEN 00000309 2091356

FOR OFFICE USE ONLY

01 FC:481
02 FC:482
40.00 DP
25.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002048 FRAME: 0765

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 Julia C. Archer, Esq.

Address (line 1) Kilpatrick Stockton LLP

Address (line 2) 1001 West Fourth Street

Address (line 3) Winston-Salem, NC 27101

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 or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

2091356 1947141

Number of Properties

Enter the total number of properties involved.

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 65.00

Method of Payment:
Deposit Account

Enclosed

Deposit Account

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

Deposit Account Number:

16-1435

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.

Julia C. Archer

Julia C. Archer

March 9, 2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AGREEMENT (this "Agreement") is dated as of February 14, 2000 by and between OC Weekly, Inc., a California corporation (the "Assignor"), and OC Weekly Media, Inc., a Delaware corporation (the "Assignee").

W I T N E S S E T H:

WHEREAS, Assignor, VV Publishing Corporation, a New York corporation, Long Island Voice, Inc., a New York corporation, Stern Publishing, Inc., a Delaware corporation, City Pages, Inc., a Minnesota corporation, Cleveland Free Times, Inc., an Ohio corporation, Los Angeles Weekly, Inc., a California corporation, Quickfish Media, Inc., a Washington corporation (collectively, "Sellers"), The Hartz Group, Inc., a Delaware corporation, Village Voice Media, Inc. (f/k/a VV Media, Inc.), a Delaware corporation (the "Buyer"), and Village Voice Media, LLC (f/k/a City Communications, L.L.C.), a Delaware limited liability company, have executed and delivered an Asset Purchase Agreement dated January 3, 2000 (the "Asset Purchase Agreement") pursuant to which, among other things, the Sellers have agreed to sell to the Buyer, and the Buyer has agreed to purchase from the Sellers, substantially all of the assets of the Sellers relating to the Business (as defined in the Asset Purchase Agreement) and to enter into certain other arrangements;

WHEREAS, Assignor owns all right, title and interest in and to the intellectual property rights set forth on Schedule 1 attached hereto and intended to be transferred pursuant to the Asset Purchase Agreement (collectively, the "Intellectual Property");

WHEREAS, the Buyer has assigned its rights to purchase the Assets (as defined in the Asset Purchase Agreement) held by Assignor to Assignee and Assignee has agreed to assume any liabilities in connection with therewith; and

WHEREAS, in connection with the transactions contemplated by the Asset Purchase Agreement, the Assignee and the Assignor desire that all of the Assignor's intellectual property rights relating to the Business be assigned and transferred to the Assignee.

NOW, THEREFORE, in consideration of the foregoing and the other agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby irrevocably acknowledged, the parties hereto agree as follows:

1. Assignment of Intellectual Property Rights.

1.1 Assignment. The Assignor hereby assigns, sells, conveys, delivers and transfers to the Assignee all of its legal or beneficial right, title and interest in and to any and all Intellectual Property set forth on Schedule 1 attached hereto, together with the goodwill of the Business symbolized thereby and together with all claims for damages by reason of past infringement thereof, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and legal representatives. The Intellectual Property being assigned and transferred pursuant to this Section 1.1 is hereinafter referred to as the "Assigned Intellectual Property."

1.2 Further Assurances. The Assignor hereby agrees to use its best efforts to assist the Assignee, at the Assignee's request from time to time, to secure the rights assigned hereby and to obtain and/or transfer copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights, and will execute all documents reasonably necessary or appropriate for this purpose. In the event that the Assignee is unable for any reason whatsoever to secure the signature of the Assignor to any document reasonably necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) the Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

2. Miscellaneous.

2.1 Amendment. No amendment or waiver of any provision of this Agreement shall be effective unless in writing and executed by the parties hereto, in the case of an amendment, or the party entitled to the benefit of the provision to be so waived, in the case of a waiver.

2.2 Notices. Notices shall be provided to the addresses and in the manner provided in the Asset Purchase Agreement.

2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any affiliate of the Assignee and/or to any lender or financing source.

2.4 Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.


D. OC Weekly, Inc.

Registrations --

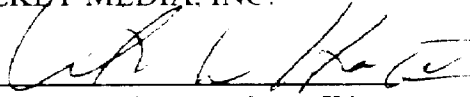
<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>
OC Weekly (Design)	2,091,356	8/26/97	Newspapers
OC Weekly	1,947,141	1/9/96	Newspapers

IN WITNESS WHEREOF, the Assignee and the Assignor have each caused this Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

OC WEEKLY, INC.

By: 
Name: Curtis B. Schwartz
Title: Vice Chairman

OC WEEKLY MEDIA, INC.

By: 
Name: Arthur W. Howe IV
Title: President