

06-05-2000



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TRADEMARK

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3.13.00

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 Execution Date
Month Day Year

Name V V Publishing Corporation

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Village Voice Media, Inc.

DBA/AKA/TA f/k/a V V Media, Inc.

Composed of _____

Address (line 1) 36 Cooper Square

Address (line 2) _____

Address (line 3) New York NY 10003
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

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 DMGUYEN 00000312 75090309 FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 375.00 OP
03 FC:483 10.00 OP

03 FC:483 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. 20231

TRADEMARK
REEL: 002048 FRAME: 0822

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

Trademark Application Number(s)

Registration Number(s)

75/098,309	75/098,308	75/786,594

0913683	2273913	1189256
2287869	2285383	2285384
1815858	2266634	1994330

Number of Properties

Enter the total number of properties involved.

#

20

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

425.00

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:

#

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

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

Receiving Party

Enter Additional 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.)

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

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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)

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1987845	2074625	1869551
1839383	2281647	1792044
1821314	1865778	
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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 VV Publishing Corporation, a New York corporation (the "Assignor"), and Village Voice Media, Inc. (f/k/a VV Media, Inc.), a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, Assignor, 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, OC Weekly, Inc., a California corporation, Quickfish Media, Inc., a Washington corporation (collectively, "Sellers"), The Hartz Group, Inc., a Delaware corporation, Assignee 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 Assignee, and the Assignee 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"); 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.

VV Publishing Corporation

Registrations -

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>
The Village Voice (Design)	0,913,683	6/8/71 (renewed 7/31/91)	Newspapers, calendars, guides to streets and points of interest in New York City, signs and posters.
The Village Voice	2,273,913	8/31/99	Computer services, namely, providing on-line newspapers in the fields of politics, culture, entertainment and classified advertisements; providing information in the fields of politics, culture, entertainment and classified advertisements via databases and interactive computer forums.
Voice	1,189,256	2/9/82	Newspapers, calendars, maps, guides to streets and points of interest in New York City, signs and posters.
VLS Village Voice Literary Supplement	2,287,869	10/19/99	Newspapers for general circulation and supplements to newspapers
Voice Literary Supplement	2,285,383	10/12/99	Newspapers for general circulation and supplements to newspapers
VLS (Design)	2,285,384	10/12/99	Newspapers for general circulation and supplements to newspapers

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>
Person To Person (Design)	1,815,858	1/11/94	Newspapers for general circulation and supplements to newspapers
The Voice Cafe	2,266,634	8/3/99	Cafe featuring applicant's publications
OBIE	1,994,330	8/20/96	Conducting awards ceremonies honoring outstanding achievement in off Broadway and off-off Broadway theater
The Village Voice Obies (Design)	1,987,845	7/23/96	Conducting awards ceremonies honoring outstanding achievement in off Broadway and off-off Broadway theater
The Sell	2,074,625 (Supplemental Register)	6/24/97	Newspaper column on advertising issues
Health & Fitness Options	1,869,551	12/27/94	Annual resource directory and guide to New York area health and fitness facilities and opportunities
Women's Options	1,839,383	6/14/94	Annual resource directory for women
VLS	2,281,647	9/28/99	Newspapers for general circulation and supplements to newspapers
Backtalk	1,792,044	9/7/93	Conducting weekly telephone surveys on personal relationships, the results of which are published in a newspaper
Real Estate Options	1,821,314	2/15/94	Annual resource directory of New York area real estate and guide to public spaces and architectural sites

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>
Dining Options	1,865,778	12/6/94	Annual resource directory guide to New York area restaurants and dining possibilities

Canadian Registrations -

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>
Voice	TMA 417,138	9/17/93	Newspapers, calendars, maps, guides to streets and points of interest in New York City, printed signs and posters
The Village Voice	TMA 415,796	8/20/93	Newspapers
The Village Voice (Design	TMA 417,139	9/17/93	Newspapers, calendars, maps, guides to streets and points of interest in New York City, printed signs and posters

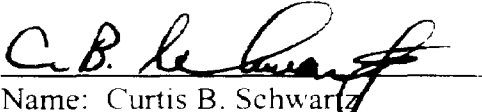
Pending Applications -

The Global Voice	75-098,309	Filed 5/3/96	Providing multiple-user access to a global computer information network for the transfer and dissemination of a wide range of information; computer services, namely, providing on-line links to alternative newspapers around the world; and computer services, namely, providing on-line facilities for real-time interaction with other computer users concerning topics of general interest and providing access to interactive multimedia databases
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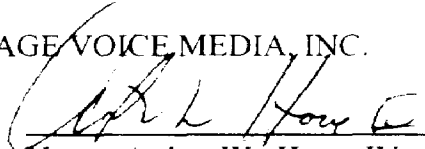
The Global Voice	75-098,308	Filed 5/3/96	Magazine addressing international political and cultural issues
Body Shoppe	75-786,594	Filed 8/27/99	Newspaper section in the nature of advertising

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.

VV PUBLISHING CORPORATION

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

VILLAGE VOICE MEDIA, INC.

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

ACKNOWLEDGMENTS

STATE OF New York)
) SS:
COUNTY OF New York)

Before me a Notary Public in and for said County and State personally appeared Curtis B. Schwartz , as the President of VV PUBLISHING CORPORATION, a New York corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 14 day of Feb , 2000.

My Commission expires:

Aug. 19, 2001

Signed:

Corinne M. Raicht

Printed:

Corinne M. Raicht

CORINNE M. RAICHT
Notary Public, State of New York
No. 498516
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires Aug. 19, 2001

STATE OF New York)
) SS:
COUNTY OF New York)

Before me a Notary Public in and for said County and State personally appeared Arthur W. Home, IV , as the President of VILLAGE VOICE MEDIA, INC., a Delaware corporation, who acknowledged the execution of the foregoing instrument on behalf of said corporation.

Witness my hand and Notarial Seal this 14 day of Feb , 2000.

My Commission expires:

Aug 19, 2001

Signed:

Corinne M. Raicht

Printed:

Corinne M. Raicht

CORINNE M. RAICHT
Notary Public, State of New York
No. 498516
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires Aug. 19, 2001