

04-10-2000



TRADEMARK

101312833

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

3.13.00

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 _____ City Pages, Inc.

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____ Minnesota

Receiving Party

Mark if additional names of receiving parties attached

Name _____ City Pages Media, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) _____ 401 North Third Street, Suite 550

Address (line 2) _____

Address (line 3) _____ Minneapolis _____ Minnesota _____ 55401

City

State/Country

Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other _____

Citizenship/State of Incorporation/Organization _____ Delaware

04/07/2000 DNGUYEN 00000362 2100968

FOR OFFICE USE ONLY

01 FC:481 40.00 OP

02 FC:482 50.00 OP

03 FC:928 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: 0962

TRADEMARK

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2100968"/>	<input type="text" value="2098877"/>	<input type="text" value="1910036"/>
<input type="text" value="1836730"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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 City Pages, Inc., a Minnesota corporation (the "Assignor"), and City Pages 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, 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, 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.

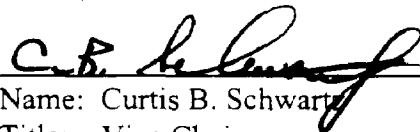
2.3 Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon and enforceable against, the parties hereto and their respective successors and assigns. The Assignee may assign any of its rights hereunder to any affiliate of the Assignee and/or to any lender or financing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

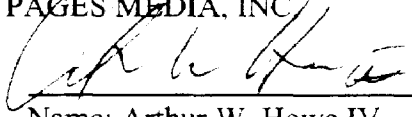
2.5 Counterparts. This Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

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.

CITY PAGES, INC.

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

CITY PAGES 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 Vice President of CITY PAGES, INC., a Minnesota 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. Howe, IV as the President of CITY PAGES 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 15, 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

City Pages, Inc.

Registrations (Federal) --

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>
City Pages	2,100,968	9/30/97	Newspapers and special event guides featuring news, art and entertainment stories and features

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>
City Pages	2,098,877	9/23/97	Computer services, namely, providing an on-line web site in the field of news, arts and entertainment stories and features
Q Monthly	1,910,036	8/8/95	Monthly newspaper centering on the lifestyles and interests of the homosexual community
Twin Cities Reader	1,836,730	5/17/94	Weekly newspaper featuring a calendar of events

**Registrations
(State/Minnesota)**

<u>Mark</u>	<u>Reg. No.</u>	<u>Registration Date</u>	<u>Goods/Services</u>
Q Monthly	24,585	1/26/96	Monthly newspaper publication
Eligibles	24,584	1/26/96	Weekly feature in a weekly publication
Twin Cities Reader	24,483	12/20/95	Title to a weekly newspaper
Night & Day (Design)	24,070	8/7/95	Promoting the goods and services of others through the advertisement and distribution of discount benefit cards
Night & Day Card (Design)	24,069	8/7/95	Discount/benefit cards
Buzz (Design)	23,196	12/5/94	Newspapers
Annual Manual	16,581	9/26/90	Goods and services guide
Apartment Tour	15,721	2/21/90	Publication
Twin Cities Reader	22,883	9/19/94	Restaurant location by

Dine Line

telephone services