

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITY PAGES MEDIA, INC.		01/26/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CITY PRESS LLC		
Street Address:	401NORTH THIRD STREET, SUITE #550		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55401		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2688355	BEST OF THE TWIN CITIES	
Registration Number:	2098877	CITY PAGES	
Registration Number:	2100968	CITY PAGES	
Registration Number:	2760474	TWIN CITIES READER	
Serial Number:	78696275	TWIN CITIES UNCOVERED	
Serial Number:	78696301	SEARCH THE CITIES	
CORRESPONDENCE DATA			
Fax Number:	(602)254-4878		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-257-7951		
Email:	mpischner@gustlaw.com		
Correspondent Name:	Mary Pischner		
Address Line 1:	201 E Washington, Suite 800		
Address Line 4:	PHOENIX, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	013103-00011		

OP \$165.00 2688355

NAME OF SUBMITTER:	Mary Pischner
Signature:	/mary pischner/
Date:	04/13/2006
Total Attachments: 4 source=Trademark02#page1.tif source=Trademark02#page2.tif source=Trademark02#page3.tif source=Trademark02#page4.tif	

ASSIGNMENT OF TRADEMARKS

WHEREAS, City Pages Media, Inc. ("ASSIGNOR"), a Delaware corporation having its principal place of business at 401 North Third Street, Suite #550, Minneapolis, MN 55401, desires to transfer to City Press LLC ("ASSIGNEE"), a Delaware limited liability company having its principal place of business at 401 North Third Street, Suite #550, Minneapolis, MN 55401, certain trademarks and service marks identified in Schedule A (the "Trademarks"); and

WHEREAS, ASSIGNOR is the sole and exclusive owner of all right, title, and interest in and to all Trademarks, which Trademarks have been registered in the states and countries as set forth in Schedule A; and

WHEREAS, ASSIGNEE is desirous of acquiring all right, title, and interest in and to all of the Trademarks, all goodwill connected with the use thereof, symbolized thereby and associated therewith, and the business of ASSIGNOR to which such Trademarks pertain; and

WHEREAS, ASSIGNOR and ASSIGNEE shall enter into an Assignment and Assumption Agreement (the "Transfer Agreement"), the terms of which, in conjunction with this Assignment, shall govern the transfer and assignment of the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, ASSIGNOR and ASSIGNEE hereby agree as follows:

1. ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors and assigns, all right, title and interest, if any, in and to said Trademarks, and all applications, registrations, and renewals therefor, all goodwill symbolized thereby and associated therewith, and the business of ASSIGNOR to which said Trademarks pertain, which business is ongoing and existing.

2. ASSIGNOR further agrees to execute, upon the request of ASSIGNEE, such additional documents as are necessary to continue, secure, defend, register, and otherwise give full effect to and perfect the rights of ASSIGNEE under this Assignment, and under the Transfer Agreement, in the Trademarks and all Trademark rights, and all applications, registrations, and renewals therefor, in the respective state, country or countries, the goodwill symbolized thereby

and associated therewith, and the business of ASSIGNOR to which the Trademarks pertain, which business is ongoing and existing.


3. ASSIGNOR hereby authorizes and requests that the Commissioner of Patents and Trademarks of the United States, and each sovereign official holding a corresponding position of authority in any state or country within which the ASSIGNOR owns a Trademark relating to the business, to issue and to record the title of ASSIGNEE as owner of all right, title, and interest in and to the Trademarks and Trademark rights, all applications, registrations, and renewals therefor, in the respective state, country or countries, the goodwill connected with the use thereof, symbolized thereby and associated therewith, and the business of ASSIGNOR to which such Trademarks pertain, which business is ongoing and existing.

4. All provisions of the Transfer Agreement are incorporated herein and govern this Assignment. Nothing herein is intended to modify, limit or otherwise affect the representations, warranties, covenants and agreements contained in the Transfer Agreement, and such representations, covenants and agreements shall remain in full force and effect in accordance with the terms of the Transfer Agreement. In the event of a conflict between this Assignment and the Transfer Agreement, the provisions of the Transfer Agreement, as applicable, shall govern, supercede, prevail and apply.

5. Unless otherwise defined herein, capitalized terms used herein shall have the same meaning as defined in the Transfer Agreement.

In testimony whereof, ASSIGNOR has signed below, by its respective duly authorized legal representative, on this 26th day of January, 2006.

CITY PAGES MEDIA, INC

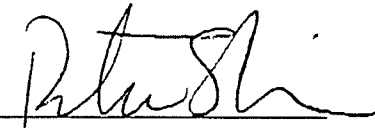
By: 

Title: Executive Vice President/CEO

STATE OF New York)
COUNTY OF New York)

On this 26th day of January, 2006, before me appeared ASSIGNOR, CITY PAGES MEDIA, INC., who acknowledged execution of this Assignment as a free act by such ASSIGNOR.

PETER SHIN
Notary Public, State of New York
No. 01SH6121038
Qualified in New York County
Commission Expires January 3, 2009


Notary Public

Schedule A
TRADEMARK APPLICATIONS/REGISTRATIONS

Mark	App. Number	Registration No.	Country/State
BEST OF THE TWIN CITIES	76/381,509	2,688,355	United States
CITY PAGES	75/085,096	2,098,877	United States
CITY PAGES	75/086,468	2,100,968	United States
TWIN CITIES READER	76/405,125	2,760,474	United States
TWIN CITIES UNCOVERED	78/696,275		United States
SEARCH THE CITIES	78/696,301		United States