

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VILLAGE VOICE MEDIA, INC.		01/26/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	VILLAGE VOICE LLC
Street Address:	36 COOPER SQUARE
City:	NEWYORK
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2285384	VLS
Registration Number:	2798749	1STCLASSIFIEDS
Registration Number:	2652951	BEST OF NYC
Registration Number:	2618080	GLOBAL VOICE
Registration Number:	1994330	OBIE
Registration Number:	2616804	PAZZ AND JOP
Registration Number:	2823190	SIREN MUSIC FESTIVAL
Registration Number:	2273913	THE VILLAGE VOICE
Registration Number:	1987845	THE VILLAGE VOICE OBIES
Registration Number:	913683	THE VILLAGE VOICE
Registration Number:	2266634	THE VOICE CAFE
Registration Number:	2649134	VILLAGE VOICE
Registration Number:	2281647	VLS
Registration Number:	2287869	VLS VILLAGE VOICE LITERARY SUPPLEMENT

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Registration Number:	1189256	VOICE
Registration Number:	2285383	VOICE LITERARY SUPPLEMENT
Registration Number:	2623303	WRITERS ON THE VERGE
Registration Number:	2117981	LONG ISLAND VOICE
Serial Number:	76135895	VILLAGE VOICE MEDIA
Serial Number:	76135843	VOICE MEDIA
Serial Number:	78657244	THE VILLAGE VOICE SIREN MUSIC FESTIVAL
Serial Number:	78662500	GAY GOTHAM UNCOVERED
Serial Number:	78662232	GOTHAM UNCOVERED

CORRESPONDENCE DATA

Fax Number: (602)254-4878

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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
NAME OF SUBMITTER:	Mary Pischner
Signature:	/mary pischner/
Date:	04/13/2006

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Village Voice Media, Inc. ("ASSIGNOR"), a Delaware corporation having its principal place of business at 36 Cooper Square, New York, NY 10003, desires to transfer to Village Voice LLC ("ASSIGNEE") a Delaware limited liability company having its principal place of business at 36 Cooper Square, New York, NY 10003, 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.

VILLAGE VOICE MEDIA, INC.

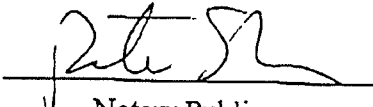
By: 

Title: Executive Vice President / CFO

STATE OF New York
COUNTY OF New York

On this 26th day of January, 2006, before me appeared ASSIGNOR, VILLAGE VOICE 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
THE VILLAGE VOICE	0707528	415,796	Canada
THE VILLAGE VOICE	0706667	417,139	Canada
VOICE	0706662	417,138	Canada
(V)(L)(S) AND DESIGN	75/553,753	2,285,384	United States
1ST CLASSIFIEDS	76/387,677	2,798,749	United States
BEST OF NYC	76/381,014	2,652,951	United States
GLOBAL VOICE	76/339,114	2,618,080	United States
OBIE	74/464,919	1,994,330	United States
PAZZ AND JOP	76/141,593	2,616,804	United States
SIREN MUSIC FESTIVAL	78/177,485	2,823,190	United States
THE VILLAGE VOICE	75/452,938	2,273,913	United States
THE VILLAGE VOICE OBIES AND DESIGN	74/469,655	1,987,845	United States
THE VILLAGE VOICE STYLIZED	72/360,824	913,683	United States
THE VOICE CAFÉ	75/442,963	2,266,634	United States
VILLAGE VOICE	76/339,113	2,649,134	United States

Mark	App. Number	Registration No.	Country
VLS	75/553,750	2,281,647	United States
VLS VILLAGE VOICE LITERARY SUPPLEMENT	75/553,751	2,287,869	United States
VOICE	73/250,028	1,189,256	United States
VOICE LITERARY SUPPLEMENT	75/553,752	2,285,383	United States
WRITERS ON THE VERGE	76/141,592	2,623,303	United States
LONG ISLAND VOICE AND DESIGN	75/208,993	2,117,981	United States
LIBIDO BEACH			United States
VILLAGE VOICE MEDIA	76/135,895		United States
VOICE MEDIA	76/135,843		United States
THE VILLAGE VOICE SIREN MUSIC FESTIVAL	78/657,244		United States
GAY GOTHAM UNCOVERED	78/662,500		United States
GOTHAM UNCOVERED	78/662,232		United States