

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Heritage Foundation, Inc.		09/12/2006	CORPORATION: DISTRICT OF COLUMBIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	OnePlace, LLC		
<b>Street Address:</b>	4880 Santa Rosa Road		
<b>City:</b>	Camarillo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	93012		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3134729	TOWNHALL.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(805)384-4505		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	805-987-0400		
<b>Email:</b>	scott.hunter@salem.cc		
<b>Correspondent Name:</b>	Scott R. Hunter		
<b>Address Line 1:</b>	4880 Santa Rosa Road		
<b>Address Line 2:</b>	Salem Communications Corporation		
<b>Address Line 4:</b>	Camarillo, CALIFORNIA 93012		
<b>ATTORNEY DOCKET NUMBER:</b>	915-9-03002		
<b>NAME OF SUBMITTER:</b>	Jonathan L. Block		
<b>Signature:</b>	/Jonathan L. Block/		

OP \$40.00 3134729

Date:

09/12/2006

**Total Attachments: 4**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Townhall, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) \_\_\_\_\_

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: OnePlace, LLC

Internal

Address: \_\_\_\_\_

Street Address: 4880 Santa Rosa Road

City: Camarillo

State: CA

Country: USA Zip: 93012

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Limited Liability Company Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

76/627319

B. Trademark Registration No.(s)

3134729

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TOWNHALL.COM

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Jonathan L. Block

Internal Address: Salem Communications Corporation

Street Address: 4880 Santa Rosa Road

City: Camarillo

State: CA Zip: 93012

Phone Number: 805-987-0400

Fax Number: 805-384-4505

Email Address: \_\_\_\_\_

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

40-

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 8182  
Expiration Date 02-09

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**

Jonathan L. Block, Vice President & Secretary  
Name of Person Signing

Signature

9-12-06

Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK ASSIGNMENT

WHEREAS, The Heritage Foundation, Inc. ("Assignor") is a corporation organized and existing under the laws of Washington, D.C., with its principal place of business at 214 Massachusetts Avenue, NE, Washington, DC;

WHEREAS, Assignor is or will be the owner of United States Trademark Registration No. 3134729 for the mark TOWNHALL.COM in International Class 35 for "Association services, namely promoting public awareness on a wide range of topics in fields important to conservative ideologies;" and International Class 41 for "Educational services, namely conducting on-line exhibitions, displays, forums and interactive exhibits on a wide range of topics promoting conservative ideologies" (the "Mark");

WHEREAS, ONEPLACE, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Assignee"), with its principal place of business at 4880 Santa Rosa Road, Camarillo, CA 93012, desires to acquire all right, title and interest that Assignor has in the Mark; and

WHEREAS, Townhall, LLC ("Townhall"), as successor-in-interest to Assignor, and Assignee have entered into that certain Asset Purchase Agreement dated as of March 24, 2006 (the "Purchase Agreement"), pursuant to which, among other things, Townhall and Assignee have agreed that Townhall will sell and Assignee will acquire certain of the assets and properties of Townhall relating to the ownership, development and operation of the website Townhall.com.

NOW THEREFORE, in consideration of the payment of the Purchase Price (as such term is defined in Section 1.4 of the Purchase Agreement), and for other good and valuable consideration furnished by Assignee to Townhall, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby assigns, transfers, and conveys to Assignee, its successors and assigns, all right, title, and interest in and to the Mark throughout the world, and Assignee accepts, all of Assignor's right, title and interest in and to the Mark, together with any goodwill of the business symbolized by the Mark, any registrations resulting therefrom including all renewals of the foregoing, and any and all rights to sue for past infringement including the right to receive recoveries therefrom.

**[Signature page follows]**

7 IN WITNESS WHEREOF, the parties have executed this Assignment as of September 2006.

Assignor:

THE HERITAGE FOUNDATION, INC.

By: [Signature]  
Name: Phillip N. Truluck  
Title: EXECUTIVE VICE-PRESIDENT

Date: September 7, 2006

NOTARY PUBLIC ACKNOWLEDGMENT

State of District of  
County of Columbia ss.

On Sept 7, 2006, before me, Kathleen M. Rowan, a Notary Public in and for the State and County aforesaid, personally appeared Phillip Truluck, [x] personally known to me or [ ] proved to me on the basis of satisfactory evidence and whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal at office.

[Signature]  
Notary Public



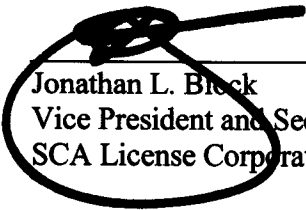
My Commission Expires: February 14, 2010

SIGNATURE PAGE TO  
TRADEMARK APPLICATION ASSIGNMENT

Assignee:

ONEPLACE, LLC

By:

  
 \_\_\_\_\_  
 Jonathan L. Block  
 Vice President and Secretary  
 SCA License Corporation, its Manager

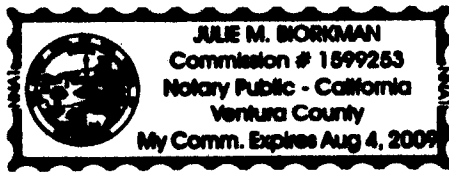
Date: September 12, 2006

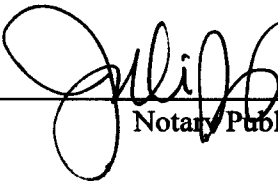
**NOTARY PUBLIC ACKNOWLEDGMENT**

State of California     )  
   ) ss.  
 County of Ventura     )

On September 12, 2006, before me, Julie M. Borkman, a Notary Public in and for the State and County aforesaid, personally appeared Jonathan L. Block, personally known to me and whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal at office.



  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: August 4, 2009

SIGNATURE PAGE TO  
 TRADEMARK APPLICATION ASSIGNMENT