

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
Lund Entertainment, Inc.		06/30/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Village Voice Media Holdings, LLC		
Composed Of:	COMPOSED OF New Times Holdings, LLC, Village Voice Media, Inc., LA Weekly Media, Inc., OC Weekly, Inc., Seattle Weekly, Inc., City Pages Media, Inc., and City Press Holdings, LLC.		
Street Address:	1201 East Jefferson Street		
City:	Phoenix		
State/Country:	ARIZONA		
Postal Code:	85034		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78499718	SCENE	
CORRESPONDENCE DATA			
Fax Number:	(602)254-4878		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	602-257-7468		
Email:	jhay@gustlaw.com		
Correspondent Name:	John L. Hay		
Address Line 1:	201 East Washington Street, Suite 800		
Address Line 4:	Phoenix, ARIZONA 85004		
ATTORNEY DOCKET NUMBER:	013103-00011		
NAME OF SUBMITTER:	John L. Hay		
Signature:	/johnlhay/		

OP \$40.00 78499718

Date:

09/26/2006

Total Attachments: 3

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SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is dated as of this 30th day of June, 2006, and is by and between Village Voice Media Holdings, LLC, a Delaware limited liability company with principal offices at 1201 East Jefferson Street, Phoenix, Arizona 85034 ("Village Voice"), and Lund Entertainment, Inc., a California corporation, with principal place of business at 5 Old English Road, Worcester, Massachusetts 01809 ("Lund").

RECITALS:

A. Village Voice, through wholly owned subsidiaries, publishes newspapers and maintains Internet websites featuring news, features, advertising and other material of general interest. It and its predecessors have published a newspaper in Cleveland, Ohio using the trademark SCENE since 1971. It and its predecessors have published a newspaper in Nashville, Tennessee using the trademark SCENE since 1983. It and its predecessors have used the mark SCENE in connection with its Internet websites since 1998.

B. Lund has been publishing a magazine for gay men concerning general interest topics, entertainment, news and national and international gay community issues using the trademark SCENE since 2004.

C. Lund has filed an application to register the mark SCENE for magazines for gay men concerning general interest topics, entertainment, news and national and international gay community issues with the U.S. Patent and Trademark Office ("USPTO"), serial number 78/499,718. Village Voice has filed an opposition to the application, alleging that its prior and continuous use of the mark entitles it to registration instead.

D. Village Voice has filed applications to register the mark SCENE with the USPTO for newspapers, application serial number 78/820,407, and for providing on-line news and features, application serial number 78/584,021. Both applications are pending.

E. Village Voice and Lund have agreed to settle all pending issues between them with respect to all pending applications in accordance with the terms of this Agreement.

AGREEMENTS:

In consideration of the recitals and mutual agreements contained herein, the parties agree:

1. Lund shall and does hereby assign and transfer the mark SCENE, together with all goodwill attendant thereto, and the application number 78/499,718 to register the mark, to Village Voice. Lund will execute a separate assignment, in the form attached as Exhibit A, suitable for recordation with the USPTO. Village Voice shall thereafter dismiss its opposition proceedings and proceed to prosecute the application to registration.

2. Village Voice shall execute and deliver to Lund an exclusive, perpetual, royalty-free license to use the mark SCENE for magazines for gay men concerning general interest topics, entertainment, news and national and international gay community issues and uses ancillary thereto, in the form attached as Exhibit B. The license shall provide that Lund may not use the mark for ancillary uses or otherwise than on the magazine itself in the Nashville, Tennessee and Cleveland, Ohio metropolitan areas.

3. Lund shall cooperate as Village Voice may reasonably require to cause the application number 78/489,718 to be transferred to Village Voice and to cause the registration thus applied for to be issued to Village Voice.

4. Lund shall not oppose or hinder the Village Voice applications 78/584,021 or 78/820,407 or any other applications by Village Voice to register the mark SCENE and shall provide reasonable assistance if requested to cause the registrations thereby applied for to be issued to Village Voice.

5. Each party agrees to execute, acknowledge and deliver such other and further documents, instruments and statements as may be necessary to carry out the intent and provisions of this Agreement and to comply with all applicable laws, rules and regulations.

6. If there is any arbitration or litigation by or among the parties to enforce or interpret any provision of this Agreement or any rights arising hereunder, the unsuccessful party in such arbitration or litigation, as determined by the arbitrator or court, shall pay to the successful party, as determined by the arbitrator or court, all costs and expenses, including without limitation attorneys' fees and costs, incurred by the successful party, such costs and expenses to be determined by the arbitrator or court sitting without a jury.

7. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

8. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. A faxed signature by either of the parties on this Agreement will be deemed an original signature, and will be fully binding upon such party.

9. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Arizona, without the application of any law of conflicts of laws that would require or permit the application of the laws of any other jurisdiction. The parties hereto each hereby submit to the exclusive jurisdiction of the federal and state courts for the state of Arizona and agree that venue shall be in such courts in Maricopa County, Arizona.

10. This Agreement is solely between the parties hereto, and no term or provision of this Agreement or the exhibits hereto is intended to be, or shall be construed to be, for the benefit of any person (other than the Parties), including without limitation any investment banker, broker, agent or creditor, and no such other person shall have any right or cause of action hereunder.

11. Except as otherwise required by law, any notice required or permitted by or to a Party in the capacity as a Party shall be in writing and shall be given by personal delivery, or by overnight courier service, or by deposit in the United States certified or registered mail, return receipt requested, postage prepaid, addressed to the Party at the addresses set forth in the preamble above or at such other address or to such other Person as a Party may so designate in writing. Notice shall be effective on the date on which notice is delivered if notice is given by personal delivery, on the day after the date of delivery to the overnight courier service if such a service is used, and on the third business day after the date of deposit in the mail, if mailed.

Dated as of the date first above written.

VILLAGE VOICE MEDIA HOLDINGS, INC.

By Scott G. Spear
Scott G. Spear, Vice President and
Secretary

LUND ENTERTAINMENT, INC.

By [Signature]
Name MARK LUND
Title PRESIDENT

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