# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/31/2007

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Sumaki, LLC		110/31/2007	LIMITED LIABILITY COMPANY: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Time Out Group Limited	
Street Address:	Universal House 251 Tottenham Court Road	
City:	London	
State/Country:	UNITED KINGDOM	
Postal Code:	W1T 7AB	
Entity Type:	CORPORATION: UNITED KINGDOM	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2797861	THE SHORT LIST

#### **CORRESPONDENCE DATA**

Fax Number: (202)739-3001

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

Phone: (212) 309-6926

Email: trademarks@morganlewis.com

Correspondent Name: Kelly M. Bargmann Address Line 1: 1111 Pennsylvania Ave.

Address Line 2: **TMSU** 

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER: 069589-0002-0151

DOMESTIC REPRESENTATIVE

900091435

**REEL: 003657 FRAME: 0095** 

TRADEMARK

Name: Kelly M. Bargmann
Address Line 1: 1111 Pennsylvania Ave.

Address Line 2: Att: TMSU

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

NAME OF SUBMITTER:	Kelly M. Bargmann
Signature:	/kellymbargmann/
Date:	11/08/2007

Total Attachments: 3

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## **EXHIBIT A**

## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "<u>Assignment</u>") is entered into as of October 31, 2007 (the "<u>Effective Date</u>") by and between Sumaki, LLC, a New York limited liability company ("<u>Assignor</u>"), and Time Out Group Limited, a United Kingdom limited company ("<u>Assignee</u>").

WHEREAS, Assignor and Assignee have entered into a certain Purchase Agreement dated as of October 2,2007 (the "Purchase Agreement"), providing for, among other things, the sale, conveyance, transfer and delivery by Assignor of all right, title and interest in and to certain intellectual property owned by Assignor; and

WHEREAS, Assignor has agreed to transfer, sell and assign to the Assignee all right, title and interest in and to Registration No. 2,797,861 for the mark THE SHORT LIST for a series of directories focusing on urban neighborhoods including New York City, together with the goodwill of the businesses associated therewith (collectively, the "Mark").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Mark, together with the goodwill of the business associated therewith.

<u>Rights and Privileges</u>. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Mark, shall be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.

<u>Further Assurances</u>. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Mark.

Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Mark.

Governing Law. This Assignment shall be governed by and construed in accordance with the terms and conditions set forth in Section 8 of the Purchase Agreement.

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<u>Defined Terms</u>. Any defined term not specifically defined herein shall have the meaning specified in the Purchase Agreement.

Integration. This Assignment, together with the Purchase Agreement and its Exhibits, represent the entire agreement and understanding between the parties concerning the subject matter hereof, and may not be amended except by the written agreement of the parties.

<u>Counterparts</u>. This Assignment may be executed in two or more counterparts, which may be facsimile counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument.

[Signature page follows]

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IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

SUMAKI, LLC

Name: Marc Kirschner
Title: Maracine Pariner, Prasioent

TIME OUT GROUP LIMITED

By: Name:

Title:

**TRADEMARK REEL: 003657 FRAME: 0099** 

**RECORDED: 11/08/2007**