

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
D Magazine Partners, L.P.		03/12/2008	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	San Miguel Partners, LLC		
Street Address:	270 Doug Baker Boulevard		
Internal Address:	Suite 700-111		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35242		
Entity Type:	LIMITED LIABILITY COMPANY: ALABAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3304954	THE LANDREPORT	
CORRESPONDENCE DATA			
Fax Number:	(713)615-5803		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-758-1105		
Email:	sbrown@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street		
Address Line 2:	2500 First City Tower		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	OKE100		
NAME OF SUBMITTER:	W. Scott Brown		
Signature:	/wsb/		

CH \$40.00 3304954

Date:

07/02/2008

Total Attachments: 2

source=executed trademark assignment LR 3-12-08#page1.tif

source=executed trademark assignment LR 3-12-08#page2.tif

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "*Assignment*") is made as of March 12, 2008 between **D Magazine Partners, L.P.**, a Texas limited partnership, having a principal place of business located at 4311 Oak Lawn, First floor, Dallas, Texas 75219 ("*Assignor*"), and **San Miguel Partners, LLC**, an Alabama limited liability company having a principal place of business located at 270 Doug Baker Boulevard, Suite 700-111, Birmingham, Alabama 35242 ("*Assignee*").

RECITALS

A. Assignor is the owner of all right, title and interest in, and the goodwill associated with the following mark(s), and any related trademark and service registration(s) and application(s) for registration (the "*Transferred Trademark*"): THE LAND REPORT (Reg. No. 3304954), as used in connection with goods and services in the entertainment industry.

B. Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire, all right, title and interest in the Transferred Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby conveys and assigns to Assignee, and its successors and assigns, all of its right, title and interest throughout the world in and to the Transferred Trademark, together with the goodwill associated therewith, any existing or future registrations of said Transferred Trademark, and all common law rights associated with said Transferred Trademark, together with all income, royalties, and payments now or hereafter due or payable with respect thereto, and in and to all rights to sue, counterclaim, and recover under all causes of action (either in law or in equity) and other rights assertable under said Transferred Trademark, including the right to sue for past, present, and future infringement of, or other unauthorized use or improper activities regarding, said Transferred Trademark, and the right to enjoy all of the benefits obtained as a result of any such litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignor releases and waives all claims, if any, against Assignee in connection with the Transferred Trademark. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks (and any similarly situated government official of any foreign country) to recognize Assignee as the legal owner of the Transferred Trademark, for Assignee's sole use and benefit and for the use and benefit of Assignee's legal representatives, to the full end of the term (including any extensions or renewals) for which the Transferred Trademark may be granted, as fully and entirely as the same would have been held by Assignor had this Assignment not been made.

Signature Page Follows

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals as of the day, month and year first above written.

Assignee:

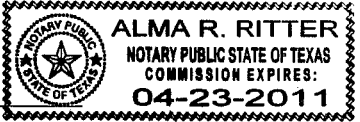
SAN MIGUEL PARTNERS, LLC

By: [Signature]
Name: Eric O'Keefe
Title: Member

STATE OF _____)
) SS.
COUNTY _____)

The foregoing Assignment was acknowledged before me on this 12 day of March 2008 by Eric O'Keefe, on behalf of San Miguel Partners, LLC, an Alabama limited liability company.

Alma R. Ritter
NOTARY PUBLIC
My Commission Expires: 4/23/2011



Assignor:

D MAGAZINE PARTNERS, L.P.

By: [Signature]
Name: Thomas L. Earnshaw
Title: Chief Financial Officer

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing Assignment was acknowledged before me on this 12 day of March, 2008 by Thomas L Earnshaw on behalf of D Magazine Partners, L.P., a Texas limited partnership.

Alma R. Ritter
NOTARY PUBLIC
My Commission Expires: 4/23/2011

