

RECC
TF



103527033

To the Director of the U. S. Patent and Trade

nts or the new address(es) below.

1. Name of conveying party(ies):

PMH Holdings, LLC
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

Re
9-24-08

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) August 25, 2008

- 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: Philly Online, LLC

Internal

Address: _____

Street Address: 400 North Broad Street

City: Philadelphia

State: PA

Country: USA Zip: 19103

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Pennsylvania

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)

B. Trademark Registration No.(s)

2,722,761

Additional sheet(s) attached? Yes No

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

PHILLY.COM

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

Name: John W. Goldschmidt, Jr.

Internal Address: 3200 Mellon Bank Center

Street Address: 1735 Market Street

City: Philadelphia

State: PA Zip: 19103

Phone Number: 215-575-7000

Fax Number: 215-575-7200

Email Address: goldschmidt@dilworthlaw.com

6. Total number of applications and registrations involved:

1

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

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

8. Payment Information:

- a. Credit Card Last 4 Numbers _____
Expiration Date _____
- b. Deposit Account Number 50-0979
Authorized User Name _____

9. Signature:

Signature

September 24, 2008

Date

John W. Goldschmidt, Jr.

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 3

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, PMH Holdings, LLC, a limited liability company formed under the laws of the State of Delaware, located and doing business at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801 (hereinafter "Assignor") is the owner of the service mark and registration set forth in Schedule A hereto (the "Scheduled Service Mark"); and

WHEREAS Philly Online, LLC, a limited liability company formed under the laws of the Commonwealth of Pennsylvania located and doing business at 400 North Broad Street, Philadelphia, Pennsylvania, 19130 (hereinafter "Assignee") desires to acquire the Scheduled Service Mark.

AND NOW THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby recognized and acknowledged by the parties, and intending to be legally bound, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, and sets over to Assignee, and Assignee hereby accepts from Assignor:
 - a. all right, title, and interest in and to the Scheduled Service Mark together with the valuable goodwill associated therewith; and
 - b. the right to sue and collect damages and/or profits for both past and present infringement of, or other causes of action related to, the Scheduled Service Mark.
2. Assignor shall execute and deliver to Assignee such other transfer, conveyance, assignment, and confirmation, and take such other action to perfect and exercise the rights conveyed hereunder, as may be reasonably requested by Assignee.
3. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee, their successors, assigns, heirs, legal representatives, and all others acting by, through, with, or under their direction, and all those in privity therewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative.

Executed on 25 Aug, 2008

PMH HOLDINGS, LLC

By: 

Richard R. Thayer
Executive Vice President