

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
Park City Media, LLC		01/08/2010	LIMITED LIABILITY COMPANY: DELAWARE
HPJ Media Ventures Fund, LLC		01/08/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wasatch Mountain Media LLC
Street Address:	623 SW Oak Street
Internal Address:	Suite 300
City:	Portland
State/Country:	OREGON
Postal Code:	97205
Entity Type:	LIMITED LIABILITY COMPANY: OREGON

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78682593	PARK CITY MAGAZINE
Serial Number:	78684351	PARK CITY LIVING
Serial Number:	78684454	PARK CITY MAGAZINE MENU GUIDE
Serial Number:	78684381	PARK CITY ARTS

CORRESPONDENCE DATA

Fax Number: (206)359-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 206-359-8000
 Email: pctrademarks@perkinscoie.com
 Correspondent Name: James L. Vana of Perkins Coie LLP
 Address Line 1: 1201 Third Avenue
 Address Line 2: Suite 4800

CH \$115.00 78682593

Address Line 4: Seattle, WASHINGTON 98101

ATTORNEY DOCKET NUMBER:

40046-0019

NAME OF SUBMITTER:

Sarah J. Taylor

Signature:

/Sarah J. Taylor/

Date:

02/05/2010

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, HPJ MEDIA VENTURES FUND, LLC, a Delaware limited liability company, having a place of business at P.O. Box 23810, Santa Barbara, CA 93121, and PARK CITY MEDIA, LLC, a Delaware limited liability company, having a place of business at 1887 Gold Dust Lane, Suite 203-A, Park City, UT 84060 (collectively, "Assignor"), has adopted and used certain trademarks, including without limitation, any and all common law trademarks and each of the trademarks listed (as applicable) in Schedule 1.1(d) of the Asset Purchase Agreement, dated January 8, 2010, by and among HPJ Media Ventures Fund, LLC, Rocky Mountain Media, LLC, Park City Media, LLC, Southwest Media, LLC and SagaCity Media, Inc. ("Purchaser") (the "Purchase Agreement");

WHEREAS, Purchaser has assigned certain of its rights under the Purchase Agreement to its wholly owned subsidiary WASATCH MOUNTAIN MEDIA LLC ("Assignee");

WHEREAS, the portions of Schedule 1.1(d) of the Purchase Agreement applicable to Assignor is incorporated herein by reference, and all of which trademarks are listed in Exhibit 1 attached hereto (all of such trademarks, including common law trademarks, applications and registrations are herein referred to as the "Trademarks");

WHEREAS, Assignee, an Oregon limited liability corporation, having a place of business at 623 SW Oak Street, Suite 300, Portland, Oregon 97205, desires to acquire the entire right, title and interest in and to each of the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor hereby assigns to Assignee, its successors and assigns, all the right, title and interest in and to the Trademarks, including without limitation, all related common law rights, applications and registrations, together with the goodwill associated with or symbolized by the Trademarks, as well as the business with which the Trademarks are used, all rights of action resulting from prior infringement or other unauthorized use of the Trademarks, and all rights as a party in any opposition or similar proceeding.

Assignor agrees (1) not to use or apply to register any Net Name, trademark or service mark which is the same as or confusingly similar to the Trademarks anywhere in world; (2) not to challenge Assignee's use, registration and further application of the Trademarks; and (3) to timely execute all necessary documents to give effect to this Trademark Assignment Agreement.

This Trademark Assignment Agreement shall inure to the benefit of and be binding upon Assignee and Assignor and their respective successors and assigns.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Trademark Assignment Agreement as of this 6th day of January, 2010.

HPJ MEDIA VENTURES FUND, LLC

By: Brent Wipil
Name: Brent Wipil
Title: Manager

PARK CITY MEDIA, LLC

By: Brent Wipil
Name: Brent Wipil
Title: Manager

Agreed to and Accepted by:

WASATCH MOUNTAIN MEDIA LLC

By: _____
Nicole Vogel
President

IN WITNESS WHEREOF, Assignor has caused its duly authorized representative to execute this Trademark Assignment Agreement as of this 8th day of January, 2010.

HPJ MEDIA VENTURES FUND, LLC

By: _____
Name: _____
Title: _____

PARK CITY MEDIA, LLC

By: / _____
Name: _____
Title: _____

Agreed to and Accepted by:

WASATCH MOUNTAIN MEDIA LLC

By: Nicole R Vogel
Nicole Vogel
President

**Exhibit 1
Trademarks**

<u>Mark</u>	<u>App. No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
PARK CITY MAGAZINE	78682593	August 1, 2005	3153453	October 10, 2006
PARK CITY LIVING	78684351	August 3, 2005	3120272	July 25, 2006
PARK CITY MAGAZINE MENU GUIDE	78684454	August 3, 2005	3126351	August 8, 2006
PARK CITY ARTS	78684381	August 3, 2005	3086932	April 25, 2006