

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
Time Out Group Limited		03/23/2010	COMPANY: UNITED KINGDOM
Time Out Magazine Limited		03/23/2010	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	Time Out New York Partners, L.P.
Street Address:	475 10th Avenue
Internal Address:	c/o Time Out North America, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3217410	TIME OUT NEW YORK EATING & DRINKING
Registration Number:	3217409	TIME OUT NEW YORK KIDS
Registration Number:	3217408	TIME OUT NEW YORK STUDENT GUIDE
Registration Number:	2704316	TIME OUT LAS VEGAS
Registration Number:	2704314	TIME OUT SAN FRANCISCO
Registration Number:	2704313	TIME OUT BOSTON
Registration Number:	2704312	TIME OUT LOS ANGELES
Registration Number:	2704311	TIME OUT WASHINGTON, DC
Registration Number:	2704317	TIME OUT MIAMI
Registration Number:	2704310	TIME OUT CHICAGO
Registration Number:	3353880	TIME OUT CHICAGO STUDENT GUIDE
Registration Number:	2694717	TIME OUT NEW YORK

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Registration Number:	2627702	TIME OUT
Registration Number:	2543217	TIME OUT
Registration Number:	2543216	TIME OUT
Registration Number:	2184491	TIME OUT NEW YORK
Registration Number:	2082390	TIME OUT NEW YORK
Registration Number:	2151218	TIME OUT NEW YORK
Registration Number:	2151217	TIME OUT NEW YORK
Registration Number:	2056963	TIME OUT NEW YORK
Registration Number:	2184441	TIME OUT NEW YORK
Registration Number:	2109701	TIME OUT NEW YORK
Registration Number:	2109700	TIME OUT NEW YORK
Registration Number:	2111225	TIME OUT NEW YORK
Registration Number:	2527692	TIME OUT
Registration Number:	2527690	TIME OUT
Registration Number:	2862232	TIME OUT PARIS
Registration Number:	2866253	TIME OUT LONDON

CORRESPONDENCE DATA

Fax Number: (212)259-6333
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-259-8318
Email: ptodocket@dl.com
Correspondent Name: Monique L. Ribando
Address Line 1: 1301 Avenue of the Americas
Address Line 2: Dewey & LeBoeuf LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	101532.1
NAME OF SUBMITTER:	Monique L. Ribando
Signature:	/Monique L. Ribando/
Date:	03/24/2010

Total Attachments: 7
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TRADEMARK

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made as of the 1st day of March 2010, from Time Out Group Limited, a private company limited by shares incorporated under the laws of England ("TOGL"), and Time Out Magazine Limited, a private company limited by shares incorporated under the laws of England and a direct wholly-owned subsidiary of TOGL ("TOML"), (hereinafter collectively referred to as "Assignors"), to Time Out New York Partners, L.P., a Delaware limited partnership (hereinafter referred to as "Assignee").

WHEREAS, for purposes of this Trademark Assignment, "Territory" shall mean the North American continent, including without limitation (i) the United States of America, Canada and Mexico, (ii) the jurisdictions of Central America, (iii) the jurisdictions of the Caribbean, and (iv) the respective territories and possessions of any of the foregoing; and

WHEREAS, Assignors are the owners of certain trademarks, service marks, trade names, brand names and domain names, together with registrations and applications relating thereto in the Territory containing the words "Time Out" (the "Trademarks"), including without limitation the Trademarks listed in Schedule I hereto; and

WHEREAS, Assignee is desirous of acquiring the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors do hereby sell, transfer, convey and assign unto Assignee the entire right, title and interest of Assignors in and to the Trademarks in the Territory, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration within the Territory based in whole or in part upon said Trademarks, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and every priority right that is or may be predicated upon or arise from said Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignors hereby authorize the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to

Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

Assignors will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby (at the Assignee's expense for out-of-pocket costs (subject to prior written approval of the Assignee)).

Assignors further covenant and agree that Assignors will at any time upon reasonable request of Assignee, and at Assignee's expense for out-of-pocket costs (subject to prior written approval of Assignee), communicate to Assignee any facts relating to the Trademarks known to any of the Assignors, and that Assignors will cause their officers, employees, members or agents to testify at the Assignee's expense for out-of-pocket costs (subject to prior written approval of Assignee) upon the reasonable request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademarks.

IN WITNESS WHEREOF, Assignors have caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

Signature page follows

ASSIGNORS:

Time Out Group Limited

By: Anthony M. M. Elliott
Name: Anthony M. M. Elliott
Title: Director

STATE OF NY)
)
COUNTY OF NY) ss:

On the 23 day of March, 2010, before me personally came Anthony M. M. Elliott to me known, who being by me duly sworn, did depose and say he is a Director of Time Out Group Limited, the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors/managers of said entity.

John P. Bonura
Notary Public
My Commission Expires:

JOHN P BONURA
Notary Public State of New York
No. 01B05086261
Qualified in New York County
Commission Expires October 6, 2013

Time Out Magazine Limited

By: Anthony M. M. Elliott
Name: Anthony M. M. Elliott
Title: Director

STATE OF NY)
)
COUNTY OF NY) ss:

On the 23 day of March, 2010, before me personally came Anthony M. M. Elliott to me known, who being by me duly sworn, did depose and say he is a Director of Time Out Magazine Limited, the entity described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors/managers of said entity.

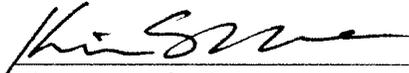
John P. Bonura
Notary Public
My Commission Expires:

JOHN P BONURA
Notary Public State of New York
No. 01B05086261
Qualified in New York County
Commission Expires October 6, 2013

ASSIGNEE:

Time Out New York Partners, L.P.

By: Time Out North America, L.L.C.,
General Partner

By: 
Name: Kevin S. Moore
Title: Vice President

Schedule I

Trademarks and Service Marks Registrations and/or Applications

	<u>Country</u>	<u>Mark</u>	<u>Application No./ Registration No.</u>	<u>Registration No./ Registration Date</u>
1.	United States	TIME OUT SHORTLIST	79047181 November 8, 2007	3654838 July 14, 2009
2.	United States	TIME OUT NEW YORK EATING AND DRINKING	78807723/ February 6, 2006	3217410 March 13, 2007
3.	United States	TIME OUT NEW YORK KIDS	78807722/ February 6, 2006	3217409 March 13, 2007
4.	United States	TIME OUT NEW YORK STUDENT GUIDE	78807719 February 6, 2006	3217408 March 13, 2007
5.	United States	TIME OUT LAS VEGAS	76406892 May 6, 2002	2704316 April 8, 2003
6.	United States	TIME OUT SAN FRANCISCO	76406890 May 6, 2002	2704314 April 8, 2003
7.	United States	TIME OUT BOSTON	76406889 May 6, 2002	2704313 April 8, 2003
8.	United States	TIME OUT LOS ANGELES	76406888 May 6, 2002	2704312 April 8, 2003
9.	United States	TIME OUT WASHINGTON D.C.	76406887 May 6, 2002	2704311 April 8, 2003
10.	United States	TIME OUT MIAMI	76406893/ May 6, 2002	2704317 April 8, 2003
11.	United States	TIME OUT CHICAGO	76406886 May 6, 2002	2704310 April 8, 2003
12.	United States	TIME OUT CHICAGO STUDENT GUIDE	78808560 February 7, 2006	3353880 December 11, 2007
13.	United States	TIME OUT NEW YORK	76229690 March 23, 2001	2694717 March 11, 2003
14.	United States	TIME OUT (plus design)	76231602 March 21, 2001	2627702 October 1, 2002
15.	United States	TIME OUT (plus design)	75456254 March 24, 1998	2543217 February 26, 2002
16.	United States	TIME OUT	75456226 March 24, 1998	2543216 February 26, 2002

	<u>Country</u>	<u>Mark</u>	<u>Application No./ Registration No.</u>	<u>Registration No./ Registration Date</u>
17.	United States	TIME OUT NEW YORK (plus design)	75069623 March 8, 1996	2184491 August 25, 1998
18.	United States	TIME OUT NEW YORK (plus design)	75043601 January 16, 1996	2082390 July 22, 1997
19.	United States	TIME OUT NEW YORK (plus design)	75042873 January 16, 1996	2151218 April 14, 1998
20.	United States	TIME OUT NEW YORK (plus design)	75042872 January 16, 1996	2151217 April 14, 1998
21.	United States	TIME OUT NEW YORK	75040541 January 4, 1996	2056963 April 29, 1997
22.	United States	TIME OUT NEW YORK	75038154 December 28, 1995	2184441 August 25, 1998
23.	United States	TIME OUT NEW YORK	75038153 December 28, 1995	2109701 October 28, 1997
24.	United States	TIME OUT NEW YORK	75038152 December 28, 1995	2109700 October 28, 1997
25.	United States	TIME OUT NEW YORK	75038150 December 28, 1995	2111225 November 4, 1997
26.	United States	TIME OUT	74642603 April 4, 1994	2527692 January 8, 2002
27.	United States	TIME OUT	74508506 April 4, 1994	2527690 January 8, 2002
28.	United States	TIME OUT PARIS	76/509801 April 28, 2003	2862232 July 13, 2004
29.	United States	TIME OUT LONDON	76/509802 April 28, 2003	2866253 July 27, 2004
30.	Canada	TIME OUT TORONTO	1131500 February 18, 2002	TMA633305 February 21, 2005
31.	Mexico	TIME OUT	633336 December 9, 2003	854308 October 5, 2004
32.	Mexico	TIME OUT	633335 December 9, 2003	874136 December 9, 2003
33.	Mexico	TIME OUT	633334 December 9, 2003	874135 December 9, 2003
34.	Mexico	TIME OUT MEXICO	633337	856968

	<u>Country</u>	<u>Mark</u>	<u>Application No./ Registration No.</u> December 9, 2003	<u>Registration No./ Registration Date</u> October 27, 2004
35.	Mexico	TIME OUT MEXICO	657232 May 20, 2004	857568 October 28, 2004
36.	Mexico	TIME OUT MEXICO CITY	657227 May 20, 2004	863012 December 8, 2004
37.	Mexico	TIME OUT MEXICO CITY	657229 May 20, 2004	861452 November 29, 2004
38.	Mexico	TIME OUT MEXICO DF	657221 May 20, 2004	863011 May 20, 2004
39.	Mexico	TIME OUT MEXICO DF	657223 May 20, 2004	861451 May 20, 2004