

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Time Out New York Partners, L.P.		03/01/2010	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	Access Capital, Inc.
Street Address:	405 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: NEW YORK

**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
Registration Number:	2627702	TIME OUT
Registration Number:	2543217	TIME OUT

**TRADEMARK**

**900158102**

**REEL: 004174 FRAME: 0594**

**CH \$715.00 3217410**

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: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	328627
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/26/2010

Total Attachments: 19  
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## TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 1<sup>st</sup> day of March, 2010, by and between TIME OUT NEW YORK PARTNERS, L.P (“Grantor”) and ACCESS CAPITAL, INC. (“Access Capital”).

### BACKGROUND

Grantor and Access Capital have entered into an Accounts Receivable Purchase Agreement Loan and Security Agreement dated as of March 15, 2007 (as amended, modified, restated or supplemented from time to time, the “ARPA”) providing for financial accommodations by Access Capital to Grantor. In order to induce Access Capital to enter into a Consent and Amendment Agreement dated as of January 1, 2010 by and between Grantor and Access Capital, Grantor agreed to execute and deliver to Access Capital this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this “Agreement”).

NOW, THEREFORE, in consideration of the premises, Grantor and Access Capital hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the ARPA and the following terms shall have the following meanings, unless the context otherwise requires:

“Code” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

“Collateral” shall have the meaning assigned to it in Section 2 of this Agreement.

“ITU Marks” shall mean all pending trademark and service mark applications shown in the attached Schedule A which were filed by Grantor in the United States Patent and Trademark Office based on its intent to use the corresponding mark, and any applications which are hereafter filed by Grantor based on its intent to use the corresponding mark.

“Licenses” shall mean the trademark license agreements of Grantor designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

“Proceeds” shall have the meaning assigned to it under Section 9-102(64) of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Grantor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Grantor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Trademarks” shall mean the registered trademarks, service marks and ITU Marks shown in the attached Schedule A, and those trademarks and service marks which are hereafter adopted or acquired by Grantor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, or any foreign country, all whether now owned or hereafter acquired by Grantor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Grantor hereby grants and conveys to Access Capital a security interest in and to (a) the entire right, title and interest of Grantor in and to the Trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Grantor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Grantor’s right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all accounts, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Grantor to terminate any such License or to perform and to exercise all remedies thereunder); and,

(iii) to the extent not otherwise included, all proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the “Collateral.”

3. Representations and Warranties. Grantor covenants and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Grantor’s knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Grantor not to sue third persons), except for permitted liens identified on Exhibit C to the ARPA (the “Permitted Liens”) and the Licenses disclosed on Schedule I attached hereto;

(e) Grantor has the right to enter into this Agreement and perform its terms;

(f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) To the extent applicable, Grantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right of Inspection. Grantor hereby grants to Access Capital and its employees and agents the right to visit Grantor's plants and facilities, and to the extent any products are sold by Grantor under any of the Trademarks inspect the products and quality control relating thereto upon reasonable notice (provided that no such notice shall be required following the occurrence and during the continuance of a Default) during regular business hours. Grantor shall use its commercially reasonable efforts to do any and all acts required by Access Capital to ensure Grantor's compliance with paragraph 3(g) above.

5. New Trademarks.

(a) If, before the Obligations shall have been irrevocably paid in full, Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Grantor shall give Access Capital prompt written notice thereof.

(b) Grantor grants Access Capital a power-of-attorney, irrevocable so long as the ARPA is in existence, to modify this Agreement by amending (1) Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement and to include any future ITU Marks.

(c) Notwithstanding anything to the contrary set forth in paragraph 5(b) above, the terms of this Agreement shall automatically apply without any further action on the part of Grantor or Access Capital (including, without limitation, the grant of a security interest by Grantor to Access Capital in any such ITU Marks which become registered with the United States Patent and Trademark Office) to an ITU Mark upon the earlier to occur of the filing in the United States Patent and Trademark Office by Grantor of (1) an Amendment to Allege Use or (2) a Statement of Use with respect to such ITU Mark and all references to Trademarks hereunder shall thereafter be deemed to include such ITU Mark.

6. Covenants. Grantor covenants and agrees with Access Capital that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Access Capital, Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Access Capital may reasonably deem necessary for obtaining the full benefits of this Agreement

and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Grantor also hereby authorizes Access Capital to file any such financing or continuation statement without the signature of Grantor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Access Capital hereunder, duly endorsed in a manner satisfactory to Access Capital.

(b) Maintenance of Trademarks. Other than by ceasing use of any of the Trademarks which Grantor, in its reasonable business judgment, determines is no longer useful or valuable to its business, Grantor will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Access Capital promptly (but in any event within five (5) business days thereafter) if it knows of any reason or has reason to know of any ground under which this result may occur. Grantor shall take appropriate action at its expense to halt the infringement of the Trademarks to the extent such infringement could reasonably be expected to materially and adversely affect Grantor's business, and shall properly exercise its duty to control the nature and quality of the goods to the extent offered by any licensees in connection with the Licenses.

(c) Indemnification. (A) Grantor assumes all responsibility and liability arising from the use of the Trademarks, and Grantor hereby indemnifies and holds Access Capital harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Grantor's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Access Capital under any License for any sum owing thereunder, or to enforce any provisions of such License, Grantor will indemnify and keep Access Capital harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Grantor, and all such obligations of Grantor shall be and remain enforceable against and only against Grantor and shall not be enforceable against Access Capital.

(d) Limitation of Liens on Collateral. Grantor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral (other than Permitted Liens and other than the Licenses), and will defend the right, title and interest of Access Capital in and to any of Grantor's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Grantor will not amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral.

(f) Notices. Grantor will advise Access Capital promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Grantor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon (other than Permitted Liens), encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Access Capital.

(h) Exercise of Rights; Delivery of Notices. Grantor shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Access Capital a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

7. Access Capital's Appointment as Attorney-in-Fact.

(a) Grantor hereby irrevocably constitutes and appoints Access Capital and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Grantor and in the name of Grantor or in its own name, from time to time in Access Capital's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Access Capital the power and right, on behalf of Grantor, to do the following:

(i) Upon the occurrence and continuance of a Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Grantor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Access Capital for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of a Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Access Capital or as Access Capital shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of



competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Grantor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Access Capital may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Access Capital were the absolute owner thereof for all purposes, and to do, at Access Capital's option all acts and things which Access Capital deems necessary to protect, preserve or realize upon the Collateral and Access Capital's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Grantor might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Grantor further agrees to execute any additional documents which Access Capital may require in order to confirm this power of attorney, or which Access Capital may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Access Capital hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Access Capital shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(d) Grantor also authorizes Access Capital to execute, in connection with the sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Grantor shall execute and deliver to Access Capital, in the form of Exhibit I hereto, the Power of Attorney (the "POA") for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof. Access Capital acknowledges and agrees that it will not exercise any of its rights under the POA unless a Default shall have occurred and at the time of such exercise be continuing.

9. Performance by Access Capital of Grantor's Obligations. If Grantor fails to perform or comply with any of its agreements contained herein and Access Capital, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Access Capital incurred in connection with such performance or compliance shall be payable by Grantor to Access Capital on demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Default.

(a) If an Default shall occur and be continuing:

(i) All payments received by Grantor under or in connection with any of the Collateral shall be held by Grantor in trust for Access Capital, shall be segregated from

other funds of Grantor and shall forthwith upon receipt by Grantor, be turned over to Access Capital, in the same form as received by Grantor (duly indorsed by Grantor to Access Capital, if required); and

(ii) Any and all such payments so received by Access Capital (whether from Grantor or otherwise) may, in the sole discretion of Access Capital, be held by Access Capital as collateral security for, and/or then or at any time thereafter applied in whole or in part by Access Capital against all or any part of the Obligations in such order as Access Capital shall elect. Any balance of such payments held by Access Capital and remaining after payment in full of all the Obligations shall be paid over to Grantor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Default shall occur and be continuing, Access Capital may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Access Capital is entitled. Grantor shall also be liable for the reasonable fees of any attorneys employed by Access Capital to collect any such deficiency and also as to any reasonable attorney's fees incurred by Access Capital with respect to the collection of any of the Obligations and the enforcement of any of Access Capital's respective rights hereunder.

11. Termination. At such time as the Obligations are irrevocably satisfied in full and the ARPA is irrevocably terminated, this Agreement shall terminate and Access Capital shall execute and deliver to Grantor all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Grantor full title to the Trademarks, subject to any disposition thereof which may have been made by Access Capital pursuant hereto.

12. Notices. Any notice to Access Capital or Grantor under this Agreement shall be given in the manner and to the parties designated in the ARPA.

13. No Waiver. No course of dealing between Grantor and Access Capital, nor any failure to exercise, nor any delay in exercising, on the part of Access Capital, any right, power or privilege hereunder or under the ARPA shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Access Capital's rights and remedies with respect to the Collateral, whether established hereby or by the ARPA, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

17. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Grantor and Access Capital, all future holders of the Obligations and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Access Capital.

18. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws in effect in the State of New York.

19. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

20. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS:

TIME OUT NEW YORK PARTNERS, L.P..

\_\_\_\_\_  
Name

By: Time Out North America, LLC, its  
General Partner

By: \_\_\_\_\_

Name: Kevin S. Moore  
Title: Vice President

WITNESS:

ACCESS CAPITAL, INC.

\_\_\_\_\_  
Name

*John Bruner*  
Name: John Bruner

By: \_\_\_\_\_


*David McKeown*  
Name: DAVID McKEOWN  
Title: V.P.

SIGNATURE PAGE TO  
TRADEMARK COLLATERAL  
SECURITY AGREEMENT

TRADEMARK  
REEL: 004174 FRAME: 0606

STATE OF New York )  
COUNTY OF New York ) ss:

On the 18<sup>th</sup> day of March, 2010, before me personally came Kevin S. Moore to me known, who being by me duly sworn, did depose and say he is the Vice President of Time Out North America, LLC, the General Partner of Time Out New York Partner, L.P., the entity described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors/managers of said entity.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:

**CHRISTOPHER A. BARATTA**  
**NOTARY PUBLIC, State of New York**  
**No. 01BAC207806**  
**Qualified in New York County**  
**Commission Expires June 15, 2013**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

Before me, the undersigned, on this \_\_\_\_ day of March, 2010, personally appeared \_\_\_\_\_, to me known personally, and who being by me duly sworn, deposes and says that he/she is the \_\_\_\_\_ of Access Capital, Inc., and that he/she was authorized to sign his/her name thereto.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_ day of March, 2010, before me personally came Kevin S. Moore to me known, who being by me duly sworn, did depose and say he is the Vice President of Time Out North America, LLC, the General Partner of Time Out New York Partner, L.P., the entity described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors/managers of said entity.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

Before me, the undersigned, on this 18<sup>th</sup> day of March, 2010, personally appeared David McMullan, to me known personally, and who being by me duly sworn, deposes and says that he/she is the Vice President of Access Capital, Inc., and that he/she was authorized to sign his/her name thereto.

Donna J. Reichert  
Notary Public  
My Commission Expires:

DONNA J. REICHERT  
Notary Public, State of New York  
No. 4679534  
Qualified in Nassau County  
Term Expires March 30, ~~199~~ 2010

## SCHEDULE A

### 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



	<u>Country</u>	<u>Mark</u>	<u>Application No./ Registration No.</u>	<u>Registration No./ Registration Date</u>
16.	United States	TIME OUT	75456226 March 24, 1998	2543216 February 26, 2002
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

	<u>Country</u>	<u>Mark</u>	<u>Application No./ Registration No.</u>	<u>Registration No./ Registration Date</u>
33.	Mexico	TIME OUT	633334 December 9, 2003	874135 December 9, 2003
34.	Mexico	TIME OUT MEXICO	633337 December 9, 2003	856968 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

## **SCHEDULE I**

### **LICENSES**

Trademark License Agreement dated as of the 1<sup>st</sup> day of March, 2010 by and among Time Out Group Limited, a private company limited by shares incorporated under the laws of England, Time Out Magazine, Limited, a private company limited by shares incorporated under the laws of England, and Time Out New York Partners, L.P.

**Exhibit I**

**SPECIAL POWER OF ATTORNEY**

STATE OF NEW YORK            )  
  ) ss:  
COUNTY OF NEW YORK        )

KNOW ALL MEN BY THESE PRESENTS, that Time Out New York Partners, L.P. (“Grantor”), pursuant to a Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the “Agreement”), hereby appoints and constitutes Access Capital, Inc. (the “Access Capital”), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Grantor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Grantor in and to the Trademarks listed on Schedule A of the Agreement, the trademarks and service marks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and executing and delivering any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. Executing any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Access Capital may in its sole discretion determine.

This power of attorney is made pursuant to the Agreement and may not be revoked until the payment in full of all Obligations (as defined in the Agreement) and the irrevocable termination of the Agreement.

Dated as of March 1, 2010

TIME OUT NEW YORK PARTNERS, L.P.

By: Time Out North America, LLC, its general partner

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

STATE OF NEW YORK        )  
  ) ss:  
COUNTY OF NEW YORK    )

On the \_\_\_ day of March, 2010, before me personally came Kevin S. Moore to me known, who being by me duly sworn, did depose and say he is the Vice President of Time Out North America, LLC, the General Partner of Time Out New York Partner, L.P., 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.

\_\_\_\_\_  
Notary Public  
My Commission Expires: