

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
Time Out New York Partners, L.P.		05/25/2011	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Time Out America LLC
Street Address:	475 10th Avenue
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	2543216	TIME OUT
Registration Number:	2527690	TIME OUT
Registration Number:	2527692	TIME OUT
Registration Number:	2704313	TIME OUT BOSTON
Registration Number:	2704310	TIME OUT CHICAGO
Registration Number:	3353880	TIME OUT CHICAGO STUDENT GUIDE
Registration Number:	2704316	TIME OUT LAS VEGAS
Registration Number:	2866253	TIME OUT LONDON
Registration Number:	2704312	TIME OUT LOS ANGELES
Registration Number:	2704317	TIME OUT MIAMI
Registration Number:	2056963	TIME OUT NEW YORK
Registration Number:	2111225	TIME OUT NEW YORK
Registration Number:	2694717	TIME OUT NEW YORK

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Registration Number:	2184441	TIME OUT NEW YORK
Registration Number:	2109700	TIME OUT NEW YORK
Registration Number:	2109701	TIME OUT NEW YORK
Registration Number:	3217410	TIME OUT NEW YORK EATING & DRINKING
Registration Number:	3217409	TIME OUT NEW YORK KIDS
Registration Number:	2082390	TIME OUT NEW YORK
Registration Number:	2184491	TIME OUT NEW YORK
Registration Number:	2151218	TIME OUT NEW YORK
Registration Number:	2151217	TIME OUT NEW YORK
Registration Number:	3217408	TIME OUT NEW YORK STUDENT GUIDE
Registration Number:	2862232	TIME OUT PARIS
Registration Number:	2627702	TIME OUT
Registration Number:	2543217	TIME OUT
Registration Number:	2704314	TIME OUT SAN FRANCISCO
Registration Number:	2704311	TIME OUT WASHINGTON, DC

CORRESPONDENCE DATA

Fax Number: (704)444-1111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-444-1000
Email: elaine.hunt@alston.com
Correspondent Name: Natalie A. Blakeney
Address Line 1: Alston & Bird LLP
Address Line 2: 101 South Tryon Street, Suite 4000
Address Line 4: Charlotte, NORTH CAROLINA 28280-4000

NAME OF SUBMITTER:	Elaine B. Hunt
Signature:	/Elaine B. Hunt/
Date:	05/26/2011

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS ASSIGNMENT, effective as of the 26th day of May, 2011, by and between **TIME OUT NEW YORK PARTNERS, L.P.**, a Delaware limited partnership having a principal place of business at 475 10th Avenue, C/O Time Out North America, LLC, New York, New York 10018 (hereinafter referred to as the "Assignor") and **TIME OUT AMERICA LLC**, a Delaware limited liability company, having a principal place of business at 475 10th Ave, 12th Floor, New York, NY 10018 (hereinafter referred to as "Assignee") (collectively, the "Parties"); and

WHEREAS, for purposes of this agreement, "Intellectual Property" includes the following: (i) trademarks, service marks, brand names, certification marks, collective marks, d/b/a's, Internet domain names, logos, symbols, trade dress, assumed names, fictitious names, trade names, slogans and other indicia of origin, all applications and registrations for the foregoing, and all related rights and goodwill associated therewith and symbolized thereby, including all renewals of the same; (ii) inventions and discoveries, whether patentable or not, and all patents, registrations, invention disclosures and applications therefor, including divisions, continuations, continuations-in-part and renewal applications, and including renewals, extensions and reissues, and all goodwill associated with any of the foregoing; (iii) confidential information, trade secrets and know-how, including processes, schematics, business methods, data, customer lists, price lists, contractor lists, and vendor lists; (iv) published and unpublished works of authorship, whether copyrightable or not (including without limitation databases and other compilations of information and websites), copyrights therein and thereto, and registrations and applications therefor, and all renewals, extensions, restorations and

reversions thereof; and (v) any other proprietary rights or intellectual property related to or used by or used to conduct the business of the Assignor as presently conducted, whether registered or unregistered with any governmental or administrative entity; and

WHEREAS, Assignor is the exclusive and record owner of the entire right, title, and interest in and to the Intellectual Property related to and used in connection with the operation of its business in Canada, Mexico and the United States, including without limitation, the trademarks and the corresponding registrations in Canada, Mexico and the United States identified in Exhibit A attached hereto, together with the goodwill established by use of the these scheduled trademarks; the copyrights and copyright registrations identified in Exhibit B attached hereto; and the domain name registrations identified in Exhibit C attached hereto (collectively, the “Assigned Intellectual Property”);

WHEREAS, Assignee is desirous of acquiring the Assigned Intellectual Property;

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer, and sell unto said Assignee the entire right, title, and interest in and to the Assigned Intellectual Property and the associated usage and goodwill, including all rights of action against third parties for past, present, and future infringement or other unauthorized use of the Assigned Intellectual Property, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held by Assignor had this transfer, assignment, and sale not been made.

Assignor hereby warrants and covenants that it has the full power and authority to convey the rights, title, and interest herein assigned, transferred, and sold to Assignee,

that it has not executed and will not execute any agreement in conflict herewith, and that it will execute any and all other instruments which may be necessary to perfect and evidence Assignee's ownership of the property and rights herein conveyed.

The Parties agree that this Assignment constitutes the entire agreement between Assignor and Assignee with respect to the subject matter hereof. The Parties also agree that no modification or waiver or any amendment to any provision of this Assignment shall be binding upon either party unless it is made in writing and signed by both Parties. The Parties agree that this Agreement shall be governed by the laws of the State of New York, excluding its conflicts of laws provisions.

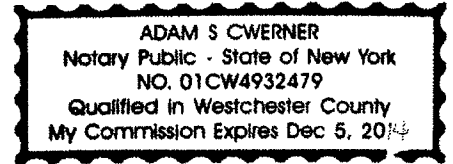
This Assignment may be signed in counterparts, each of which shall be deemed an original but all of which shall together constitute one instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Assignment to be executed, effective as of the date first listed herein.

TIME OUT NEW YORK PARTNERS, L.P.

Daniel P Reilly
By: *Daniel P Reilly*
Title: *Secretary*



Sworn to and subscribed before me this 25th day of May, 2011.

[SEAL]

Adam S Cwerner
Notary Public
Name: *Adam S. Cwerner*
My Commission Expires: *12/5/2014*

TIME OUT AMERICA LLC

Alison Tocco
By: *Alison Tocco*
Title: *President*

Sworn to and subscribed before me this 25th day of May, 2011.

[SEAL]

Adam S Cwerner
Notary Public
Name: *Adam S. Cwerner*
My Commission Expires: *12/5/2014*

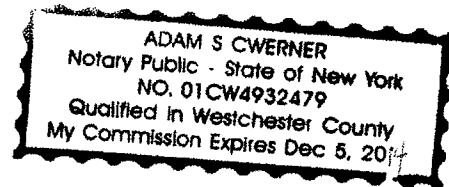








Exhibit A: Trademarks

<i>Country</i>	<i>Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>
Canada	TIME OUT TORONTO Disclaims: "TORONTO"	TMA633305	21-Feb-2005
Mexico	TIME OUT	854308	05-Oct-2004
Mexico	TIME OUT	874136	30-Mar-2005
Mexico	TIME OUT	874135	30-Mar-2005
Mexico	TIME OUT MEXICO	856968	27-Oct-2004
Mexico	TIME OUT MEXICO	857568	28-Oct-2004
Mexico	TIME OUT MEXICO CITY	863012	08-Dec-2004
Mexico	TIME OUT MEXICO CITY	861452	29-Nov-2004
Mexico	TIME OUT MEXICO DF	863011	08-Dec-2004
Mexico	TIME OUT MEXICO DF	861451	29-Nov-2004
United States	TIME OUT	2543216	26-Feb-2002
United States	TIME OUT	2527690	08-Jan-2002
United States	TIME OUT	2527692	08-Jan-2002
United States	TIME OUT BOSTON Disclaims: "BOSTON"	2704313	08-Apr-2003
United States	TIME OUT CHICAGO Disclaims: "CHICAGO"	2704310	08-Apr-2003
United States	TIME OUT CHICAGO STUDENT GUIDE Disclaims: "CHICAGO STUDENT GUIDE"	3353880	11-Dec-2007
United States	TIME OUT LAS VEGAS Disclaims: "LAS VEGAS"	2704316	08-Apr-2003
United States	TIME OUT LONDON Disclaims: "LONDON"	2866253	27-Jul-2004
United States	TIME OUT LOS ANGELES Disclaims: "LOS ANGELES"	2704312	08-Apr-2003
United States	TIME OUT MIAMI Disclaims: "MIAMI"	2704317	08-Apr-2003
United States	TIME OUT NEW YORK Disclaims: "NEW YORK"	2056963	29-Apr-1997

<i>Country</i>	<i>Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>
United States	TIME OUT NEW YORK Disclaims: "NEW YORK"	2111225	04-Nov-1997
United States	TIME OUT NEW YORK Disclaims: "NEW YORK"	2694717	11-Mar-2003
United States	TIME OUT NEW YORK Disclaims: "NEW YORK"	2184441	25-Aug-1998
United States	TIME OUT NEW YORK Disclaims: "NEW YORK"	2109700	28-Oct-1997
United States	TIME OUT NEW YORK Disclaims: "NEW YORK"	2109701	28-Oct-1997
United States	TIME OUT NEW YORK EATING & DRINKING Disclaims: "NEW YORK EATING & DRINKING"	3217410	13-Mar-2007
United States	TIME OUT NEW YORK KIDS Disclaims: "NEW YORK KIDS"	3217409	13-Mar-2007
United States	TIME OUT NEW YORK Plus Design  Disclaims: "NEW YORK"	2082390	22-Jul-1997
United States	TIME OUT NEW YORK Plus Design  Disclaims: "NEW YORK"	2184491	25-Aug-1998
United States	TIME OUT NEW YORK Plus Design  Disclaims: "NEW YORK"	2151218	14-Apr-1998

<i>Country</i>	<i>Trademark</i>	<i>Registration Number</i>	<i>Registration Date</i>
United States	TIME OUT NEW YORK Plus Design  Disclaims "NEW YORK"	2151217	14-Apr-1998
United States	TIME OUT NEW YORK STUDENT GUIDE Disclaims: "NEW YORK STUDENT GUIDE"	3217408	13-Mar-2007
United States	TIME OUT PARIS Disclaims: "PARIS"	2862232	13-Jul-2004
United States	TIME OUT Plus Design 	2627702	01-Oct-2002
United States	TIME OUT Plus Design 	2543217	26-Feb-2002
United States	TIME OUT SAN FRANCISCO Disclaims: "SAN FRANCISCO"	2704314	08-Apr-2003
United States	TIME OUT SHORTLIST	3654838	14-Jul-2009
United States	TIME OUT WASHINGTON D.C. Disclaims: "WASHINGTON D.C."	2704311	08-Apr-2003