

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 America LLC		05/26/2011	LIMITED LIABILITY COMPANY: 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

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REEL: 004551 FRAME: 0398

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: (302)636-5454
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 Co.- J. Paterson
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	796343
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	05/31/2011

Total Attachments: 22
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TIME OUT AMERICA LLC

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

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

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

Execution Date(s) May 26, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: ACCESS CAPITAL, INC.

Internal

Address: _____

Street Address: 405 Park Avenue

City: New York

State: New York

Country: U.S.A. Zip: 10022

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship New York
 Other _____ Citizenship _____

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)

See Schedule I to Intellectual Property Security Agreement.

B. Trademark Registration No.(s)

See Schedule I to Intellectual Property Security Agreement.

Additional sheet(s) attached? Yes No

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

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

Name: Loeb & Loeb LLP, attn: Loukia Harris, Paralegal

Internal Address: _____

Street Address: 345 Park Avenue

City: New York

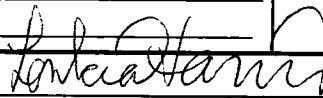
State: New York Zip: 10154

Phone Number: 212-407-4149

Fax Number: 212-214-0439

Email Address: lharris@loeb.com

9. Signature:



Signature

Loukia Harris

Name of Person Signing

6. Total number of applications and registrations involved:

29

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

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

05/31/2011
Date

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

22

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as from time to time amended, restated, supplemented or otherwise modified, this "Agreement"), dated as of May 26, 2011, is made by TIME OUT AMERICA LLC ("Grantor") in favor of ACCESS CAPITAL, INC. ("Access Capital").

WHEREAS, pursuant to that certain Accounts Receivable Purchase Agreement dated as of March 15, 2007, dated as of the date hereof (as amended, restated, supplemented and/or otherwise modified from time to time, the "ARPA"), by and among Grantor, as successor-in-interest to TIME OUT NEW YORK PARTNERS, LP, and Access Capital, Access Capital has agreed to provide certain financial accommodations to Grantor; and

WHEREAS, Access Capital is willing to continue to extend financial accommodations to Grantor as provided for in the ARPA, but only upon the condition, among others, that Grantor shall have executed and delivered to Access Capital this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS; RULES OF CONSTRUCTION.

- (a) Capitalized terms used in this Agreement but not otherwise defined herein have the meanings given to them in the ARPA.
- (b) When used herein the following terms shall have the following meanings:

"Code" shall have the meaning provided thereto in the ARPA.

"Copyrights" means all copyrights arising or protected under the laws of the United States, any other country or any political subdivision thereof, whether registered, or unregistered and whether published or unpublished, all registrations and recordings therefor, and all applications in connection therewith, including but not limited to all registrations, recordings and applications in the United States Copyright Office, any State, or any similar office or agency of the United States, any State, any other country or political subdivision, or any other registry.

"Copyright Licenses" means all agreements pursuant to which Grantor is licensor or licensee, granting any right under any Copyright, including but not limited to, rights to manufacture, reproduce, display, distribute, perform, modify or otherwise exploit, and sell materials embodying or derived from, any Copyrighted work.

"Intellectual Property" means any and all of the following, throughout the world: Patents, Trademarks, Copyrights, mask works, designs, trade secrets, shop rights, know-how, information, databases, rights of publicity, software, and any other proprietary rights and processes; any licenses to use any of the foregoing owned by a third party including Patent

Licenses, Trademark Licenses and Copyright Licenses; and registrations, applications and recordings pertaining to any of the foregoing on any registry.

“Obligations” shall have the meaning provided thereto in the ARPA.

“PTO” means the United States Patent and Trademark Office and any successor office or agency.

“Patents” means all patents issued by the PTO, any similar office or agency of the United States, any State, or any other country or political subdivision or other registry, all recordings thereof, and all applications therefor.

“Patent Licenses” means all agreements pursuant to which Grantor is licensor or licensee, granting any right to manufacture, have made, import, use, or sell any invention covered in whole or in part by a Patent.

“Trademarks” means all trademarks, trade names, corporate names, business names, fictitious business names, internet domain names, URLs, all websites and the “look and feel” of all such websites (including, without limitation, each such website’s particular typefaces, color schemes, programming code themes and the like), trade styles, services marks, logos and other source or business identifiers, arising or protected under the laws of the United States, any State any other country or political subdivision thereof, whether registered or unregistered, and all goodwill connected with the use of and symbolized thereby, all registrations and recordings thereof, and all applications therefor, in the PTO, in any similar office or agency of the United States, any State, any other country or political subdivision, any internet domain name registrar, or any other registry.

“Trademark Licenses” mean all agreements pursuant to which Grantor is licensor or licensee, granting any right to use a Trademark.

- (c) All Schedules, Addenda, Annexes and Exhibits hereto or expressly identified to this Agreement are incorporated herein by reference and taken together with this Agreement constitute but a single agreement. The words “herein”, “hereof” and “hereunder” or other words of similar import refer to this Agreement as a whole, including the Exhibits, Addenda, Annexes and Schedules thereto, as the same may be from time to time amended, modified, restated or supplemented, and not to any particular section, subsection or clause contained in this Agreement. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter. The term “or” is not exclusive. The term “including” (or any form thereof) shall not be limiting or exclusive. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. All references in this Agreement or in the Schedules, Addenda, Annexes and Exhibits to this Agreement to sections, schedules, disclosure schedules, exhibits, and attachments shall refer to the corresponding sections, schedules, disclosure schedules, exhibits, and attachments of or to this

Agreement. All references to any instruments or agreements, including references to any of this Agreement, the ARPA or the other Transaction Documents shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

- (d) The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments, schedules or exhibits thereto.
- (e) In the event of an irreconcilable conflict between the terms of this Agreement and the terms of the ARPA, Access Capital shall have the right to determine which agreement shall govern with respect to each such conflict.

Section 2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the prompt payment to Access Capital of the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Access Capital a continuing security interest in and Lien upon all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Collateral"):

- (a) Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule I hereto;
- (b) Patents and Patent Licenses to which it is a party, including those referred to on Schedule II hereto;
- (c) Copyrights and Copyright Licenses to which it is a party, including those referred to on Schedule III hereto;
- (d) Intellectual Property not covered by the foregoing, including those referred to on Schedule IV hereto;
- (e) Renewals, reissues, continuations, divisions, or extensions of any of the foregoing;
- (f) Rights to sue third parties for past, present or future infringement, dilution, misappropriation, or other violation of rights in any Intellectual Property, including injury to the goodwill associated with any Trademark, and all causes of action for the same; and
- (g) All products and Proceeds of all or any of the foregoing, tort claims and all claims and other rights to payment including (i) insurance claims against third parties for loss of, damage to, or destruction of, the foregoing Collateral and (ii) payments due or to become due under licenses of any or all of the foregoing and Proceeds payable under, or unearned premiums with respect to policies of insurance in whatever form; provided, however, that the Collateral shall not constitute a grant

of a security interest in any trademark or service mark applications filed in the PTO on the basis of Grantor's intent to use such trademark or service mark, unless and until a statement of use or amendment to allege use is filed in the PTO, in which event, such trademark or service mark shall automatically be included in the Collateral; provided, however, that the foregoing grant by Grantor of any Trademark Licenses, Patent Licenses and Copyright License shall not include any license granted to Grantor (as licensee) by any third party if and to the extent that (i) the terms of the agreement or agreements creating or evidencing such license prohibit such grant and (ii) the term prohibiting such grant is effective as a matter of law and has not been waived or the consent of the necessary party to the grant to Access Capital has not been obtained; provided, further, (i) if any such prohibition is subsequently lifted, terminated or is otherwise no longer effective as a matter of law or is waived or the consent of the necessary party is obtained, the foregoing grant by Grantor of such license in favor of Access Capital shall automatically arise hereunder without any further action on the part of Grantor or Access Capital and (ii) nothing contained herein shall be deemed to limit, impair or otherwise affect the grant to Access Capital of any rights or interests of Grantor in or to monies due or to become due in connection with any such license.

Section 3. REPRESENTATIONS AND WARRANTIES.

Grantor represents and warrants to Access Capital, in addition to the representations and warranties in the ARPA and the other Transaction Documents that:

- (a) Grantor does not own, in whole or in part, any Patent, Trademark, Copyright, or other Intellectual Property which is the subject of a registration or application in the United States Patent and Trademark Office, United States Copyright Office, any similar office or agency of the United States, any State, any other country or political subdivision, any internet domain name registrar, or any other registry, except as set forth in Schedule I, Schedule II, Schedule III, and Schedule IV, respectively, hereto;
- (b) Grantor is the sole owner of the Intellectual Property listed on Schedules I to IV hereto (as such schedules may be amended or supplemented from time to time) identified as owned by Grantor, and all registrations and applications for such Intellectual Property are standing in the name of Grantor;
- (c) no Intellectual Property has been licensed or sublicensed by Grantor to any affiliate of Grantor or any third party, except under the licenses disclosed in Schedules I to IV hereto;
- (d) all Intellectual Property owned by Grantor, including the items set forth on Schedules I to IV, and, to Grantor's knowledge, all Intellectual Property licensed to Grantor, is subsisting in good standing, valid, and enforceable and Grantor performed all acts and has paid all renewal, maintenance, and other fees and taxes required to maintain, each registration and application for Intellectual Property owned by Grantor in full force and effect;

- (e) Grantor has been using statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, and appropriate notice of copyright in connection with the publication of Copyrighted material;
- (f) Grantor has taken all actions necessary to insure that all licensees of Trademarks owned by Grantor use consistent standards of quality as directed by Grantor in connection with their licensed products and services; and
- (g) this Agreement is effective to create a valid security interest in favor of Access Capital in all of Grantor's Intellectual Property. Upon the (i) filing of this Agreement in the United States Copyright Office (with respect to the United States Copyrights set forth on Schedule III hereto) and the PTO and (ii) the filing of all appropriate UCC-1 financing statements (with respect to Grantor's (A) Patents, (B) Trademarks and (C) any Copyrights of Grantor not registered with the United States Copyright Office), such security interest will be enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon the making of such filings set forth above, all action necessary or desirable to protect and perfect Access Capital's Lien on Grantor's Patents, Trademarks, and Copyrights, shall have been taken.

Section 4. COVENANTS. Grantor covenants and agrees with Access Capital, from and after the date of this Agreement, and in addition to the covenants in the ARPA and the other Transaction Documents, that:

- (a) Grantor shall promptly notify Access Capital if it knows or has reason to know that any application or registration relating to any Intellectual Property owned by Grantor has or may become abandoned, dedicated to the public, placed in the public domain or otherwise invalidated or unenforceable. Grantor shall further promptly notify Access Capital of any adverse determination or decision in any proceeding and the institution of any proceeding challenging Grantor before the PTO, the United States Copyright Office, or any similar agency of the United States, any State, or other country or political subdivision thereof, any internet domain registry or other registry, or any court, regarding Grantor's ownership of or right to use, register, keep and/or maintain any Intellectual Property;
- (b) Grantor shall take all actions necessary, or reasonably requested by Access Capital to maintain and pursue each application and/or registration relating to any Intellectual Property owned by Grantor from time to time, including filing applications for renewal, filing affidavits of use, filing affidavits of incontestability and commencing and prosecuting opposition, interference and cancellation proceedings;
- (c) In the event that any Intellectual Property owned by or exclusively licensed to Grantor is infringed, diluted, misappropriated, or otherwise violated by a third party, Grantor shall notify Access Capital promptly after Grantor learns thereof and shall promptly take all commercially reasonable actions to stop the same and

enforce its rights in such Intellectual Property and to recover all damages therefor, including, but not limited to, the initiation of a suit for injunctive relief and damages and shall take such other actions as are commercially reasonable, or as Access Capital shall deem appropriate in its reasonable discretion under the circumstances to protect Grantor's rights in such Intellectual Property;

- (d) Grantor shall use commercially reasonable efforts to use appropriate statutory notice of registration in connection with its use of registered Trademarks, proper marking practices in connection with the use of Patents, appropriate notice of copyright in connection with the publication of Copyrighted materials, and other legends or markings applicable to other Intellectual Property;
- (e) Grantor shall maintain the level of the quality of products sold and services rendered under any Trademarks owned by Grantor at a level at least consistent with the quality of such products and services as of the date hereof, and Grantor shall adequately control the quality of goods and services offered by any licensees of its Trademarks;
- (f) Grantor shall use commercially reasonable efforts to protect the secrecy of all trade secrets material to its business;
- (g) To the knowledge of Grantor, neither the conduct of Grantor's business nor its use of the Intellectual Property owned by Grantor is interfering with, infringing upon, misappropriating, or otherwise in conflict with the Intellectual Property rights of any third party; and
- (h) In the event Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the PTO, the United States Copyright Office or any similar office or agency, Grantor shall provide Access Capital with written notice thereof within ten (10) Business Days of the date of such filing, and, upon request of Access Capital, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Access Capital) to evidence Access Capital's lien on such Patent, Trademark or Copyright, and the general intangibles of Grantor relating thereto or represented thereby.

Section 5. ACCOUNTS RECEIVABLE PURCHASE AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted by Grantor to Access Capital pursuant to the ARPA. Grantor hereby acknowledges and affirms that the rights and remedies of Access Capital with respect to the Collateral made and granted herein are more fully set forth in the ARPA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Any rights and remedies set forth herein are without prejudice to, and in addition to, those set forth in the ARPA.

Section 6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any

creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. INDEMNIFICATION. Grantor assumes all responsibility and liability arising from the use of the Intellectual Property 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 Intellectual Property. In any suit, proceeding or action brought by Access Capital under any Patent License, Trademark License, or Copyright 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.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the ARPA.

Section 9. TERMINATION OF THIS AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate upon payment in full in cash of all Obligations and irrevocable termination of the ARPA and the other Transaction Documents.

Section 10. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

[Signature Page to Follow]

IN WITNESS WHEREOF, Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

TIME OUT AMERICA LLC

By: *Daniel F. Smith*
Name: *Daniel F. Smith,*
Title: *Treasurer*

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By: _____
Name:
Title:

NV894908

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

TRADEMARK
REEL: 004551 FRAME: 0409

IN WITNESS WHEREOF, Grantor has executed this Intellectual Property Security Agreement as of the date first written above.

TIME OUT AMERICA LLC

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

ACCESS CAPITAL, INC.

By: J. L. Bellino
Name: JOHN BELLINO
Title: VICE PRESIDENT

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
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II. TRADEMARK APPLICATIONS

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLICATION NUMBER/APPLICATION DATE</u>	<u>REGISTRATION NO./REGISTRATION DATE</u>
United States	TIME OUT SHORTLIST	79/047,181 11/8/2007	3,654,838 7/14/2009
United States	TIME OUT NEW YORK EATING AND DRINKING	78/807,723 2/6/2006	3,217,410 3/3/2007
United States	TIME OUT NEW YORK KIDS	78/807,722 2/6/2006	3,217,409 3/13/2007
United States	TIME OUT NEW YORK STUDENT GUIDE	78/807,719 2/6/2006	3,217,408 3/13/2007
United States	TIME OUT LAS VEGAS	76/406,892 5/6/2002	2,704,316 4/8/2003
United States	TIME OUT SAN FRANCISCO	76/406,890 5/6/2002	2,704,314 4/8/2003
United States	TIME OUT BOSTON	76/406,889 5/6/2002	2,704,313 4/8/2003
United States	TIME OUT LOS ANGELES	76/406,888 5/6/2002	2,704,312 4/8/2003
United States	TIME OUT WASHINGTON D.C.	76/406,887 5/6/2002	2,704,311 4/8/2003
United States	TIME OUT MIAMI	76/406,893 5/6/2002	2,704,317 4/8/2003

United States	TIME OUT CHICAGO	76/406,886 5/6/2002	2,704,310 4/8/2003
United States	TIME OUT CHICAGO STUDENT GUIDE	78/808,560 2/7/2006	3,353,880 12/11/2007
United States	TIME OUT NEW YORK	76/229,690 3/23/2001	2,694,717 3/11/2003
United States	TIME OUT & Design	76/231,602 3/21/2001	2,627,702 10/1/2002
United States	TIME OUT & Design	75/456,254 3/24/1998	2,543,217 2/26/2002
United States	TIME OUT	75/456,226 3/24/1998	2,543,216 2/26/2002
United States	TIME OUT NEW YORK & Design	75/069,623 3/8/1996	2,184,491 8/25/1998
United States	TIME OUT NEW YORK & Design	75/043,601 1/16/1996	2,082,390 7/22/1997
United States	TIME OUT NEW YORK & Design	75/042,873 1/16/1996	2,151,218 4/14/1998
United States	TIME OUT NEW YORK & Design	75/042,872 1/16/1996	2,151,217 4/14/1998
United States	TIME OUT NEW YORK	75/040,541 1/4/1996	2,056,963 4/29/1997
United States	TIME OUT NEW YORK	75/038,154 12/28/1995	2,184,441 8/25/1998
United States	TIME OUT NEW YORK	75/038,153 12/28/1995	2,109,701 10/28/1997
United States	TIME OUT NEW YORK	75/038,152 12/28/1995	2,109,700 10/28/1997
United States	TIME OUT NEW YORK	75/038,150 12/28/1995	2,111,225 11/4/1997
United States	TIME OUT	74/642,603 4/4/1994	2,527,692 1/8/2002

United States	TIME OUT	74/508,506 4/4/1994	2,527,690 1/8/2002
United States	TIME OUT PARIS	76/509,801 4/28/2003	2,862,232 7/13/2004
United States	TIME OUT LONDON	76/509,802 4/28/2003	2,866,253 7/27/2004
Canada	TIME OUT TORONTO	1131500 2/18/2002	TMA633305 2/21/2005
Mexico	TIME OUT	633336 12/9/2003	854308 10/5/2004
Mexico	TIME OUT	633335 12/9/2003	874136 12/9/2003
Mexico	TIME OUT	633334 12/9/2003	874135 12/9/2003
Mexico	TIME OUT MEXICO	633337 12/9/2003	856968 10/27/2004
Mexico	TIME OUT MEXICO	657232 5/20/2004	857568 10/28/2004
Mexico	TIME OUT MEXICO CITY	657227 5/20/2004	863012 12/8/2004
Mexico	TIME OUT MEXICO CITY	657229 5/20/2004	861452 11/29/2004
Mexico	TIME OUT MEXICO DF	657221 5/20/2004	863011 5/20/2004
Mexico	TIME OUT MEXICO DF	657223 5/20/2004	861451 5/20/2004

III. TRADEMARK LICENSES

<u>REG. NO.</u>	<u>MARK</u>	<u>COUNTRY</u>	<u>REG. DATE</u>
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IV. INTERNET DOMAIN NAMES AND URLs

<u>NAME</u>	<u>CREATION DATE</u>	<u>EXPIRATION DATE</u>
dlschicago.com	24-Sep-09	24-Sep-15
dlsociety.com	9-Jan-09	9-Jan-12
gettony.com	12-Sep-07	12-Sep-11
ontherooftop.com	7-Apr-05	7-Apr-15
philaevents.com	4-Aug-10	4-Aug-11
timeoutaustin.com	16-Jan-07	16-Jan-12
timeoutbc.com	28-Apr-09	28-Apr-12
timeoutbc.mobi	20-Dec-07	20-Dec-11
timeoutboston.com	21-Aug-07	21-Aug-11
timeoutboston.mobi	20-Dec-07	20-Dec-11
timeoutbostonkids.com	19-Mar-08	19-Mar-12
timeoutcancun.com	21-May-10	21-May-12
timeoutchicago.com	23-Sep-04	16-Jul-11
timeout-chicago.com	20-Mar-04	20-Mar-15
timeoutchicago.tv	28-Jul-06	28-Jul-15
timeoutchicagokids.com	19-Mar-08	19-Mar-12
timeoutchicagomag.com	17-Mar-04	17-Mar-12
timeoutdallas.com	25-Jul-07	25-Jul-11
timeoutdallas.mobi	20-Dec-07	20-Dec-11
timeoutdc.com	25-Jul-07	25-Jul-11
timeoutdc.mobi	20-Dec-07	20-Dec-11
timeoutdckids.com	19-Mar-08	19-Mar-12
timeoutfreeflix.com	7-Aug-06	7-Aug-11
timeoutfreestuff.com	16-Jan-07	16-Jan-12
timeouthouston.com	25-Jul-07	25-Jul-11
timeoutjacksonville.com	26-Apr-10	26-Apr-12
timeoutkids.com	06-Mar-07	17-Nov-2011
timeoutkidsfreestuff.com	25-Jul-07	25-Jul-11
timeoutkidsny.com	5-Nov-10	5-Nov-11
timeoutla.mobi	20-Dec-07	20-Dec-11
timeoutlakids.com	19-Mar-08	19-Mar-12
timeoutlasvegas.com	25-Jul-07	25-Jul-11
timeoutlasvegas.mobi	20-Dec-07	20-Dec-11
timeoutlosangeles.com	3-Feb-11	1-Jul-12
timeoutlosangeleskids.com	19-Mar-08	19-Mar-12
timeoutmexicocity.com	21-May-10	21-May-12
timeoutmiami.com	1-Jul-10	1-Jul-12
timeoutmiami.mobi	20-Dec-07	20-Dec-11
timeoutmiamikids.com	19-Mar-08	19-Mar-12
timeoutminneapolis.com	25-Jul-07	25-Jul-11
timeoutminneapolis.mobi	20-Dec-07	20-Dec-11
timeoutmontreal.com	5-Oct-10	5-Oct-11
timeoutmontreal.mobi	20-Dec-07	20-Dec-11

timeoutna.com	11-Mar-10	11-Mar-16
timeoutneworleans.com	26-Apr-10	26-Apr-12
timeoutnewyork.com	12-May-99	12-May-12
timeoutnewyork.net	25-Apr-06	26-Apr-12
timeoutnorthamerica.com	11-Mar-10	11-Mar-16
timeoutny.com	10-Mar-95	11-Mar-12
timeoutny.tv	25-Jul-06	25-Jul-11
timeoutnyads.com	28-Jun-06	28-Jun-11
timeoutnyc.net	25-Apr-06	25-Apr-12
timeoutnykids.com	31-Oct-03	31-Oct-11
timeoutphiladelphia.com	25-Jul-07	25-Jul-11
timeoutphiladelphia.mobi	20-Dec-07	20-Dec-11
timeoutphilly.com	12-Sep-07	12-Sep-11
timeoutphilly.mobi	20-Dec-07	20-Dec-11
timeoutphoenix.com	26-Apr-10	26-Apr-12
timeoutportland.com	25-Jul-07	25-Jul-11
timeoutsa.com	12-Sep-07	12-Sep-11
timeoutsandiego.com	25-Jul-07	25-Jul-11
timeoutsanfran.com	12-Sep-07	12-Sep-11
timeoutsanfran.mobi	N/A	N/A
timeoutsanfrancisco.com	25-Jul-07	25-Jul-11
timeoutsanfrancisco.mobi	N/A	N/A
timeoutsanfranciscokids.com	19-Mar-08	19-Mar-12
timeoutseattle.com	1-Jul-10	1-Jul-11
timeoutseattle.mobi	N/A	N/A
timeoutseattlekids.com	19-Mar-08	19-Mar-12
timeoutsf.com	19-May-09	14-Mar-12
timeoutsfkids.com	22-Apr-10	22-Apr-11
timeoutstpaul.com	25-Jul-07	25-Jul-11
timeoutstudentguide.com	3-Jun-08	3-Jun-12
timeoutto.com	28-Apr-09	28-Apr-12
timeoutto.mobi	N/A	N/A
timeouttoronto.com	13-Jan-10	13-Jan-12
timeouttoronto.mobi	N/A	N/A
timeouttucson.com	26-Apr-10	26-Apr-12
timeouttwincities.com	25-Jul-07	25-Jul-11
timeouttwincities.mobi	N/A	N/A
timeoutus.com	22-Jun-09	22-Jun-11
timeoutusa.com	11-Mar-10	11-Mar-13
timeoutvancouver.mobi	N/A	N/A
timeoutwashdc.com	28-Apr-09	28-Apr-12
timeoutwashington.com	28-Apr-09	28-Apr-12
timeoutwashington.mobi	N/A	N/A
timeoutwashingtondc.com	28-Apr-09	28-Apr-12
timeoutwashingtondc.mobi	N/A	N/A
timeoutwashingtondckids.com	19-Mar-08	19-Mar-12

tmout.us	26-Mar-10	26-Mar-12
toCFreeFlicks.com	31-Mar-06	31-Mar-15
toCFreeFlix.com	31-Mar-06	31-Mar-15
toCPersonals.com	12-Sep-05	12-Sep-12
tonyFreeFlicks.com	3-Mar-06	3-Mar-13
tonyFreeFlix.com	7-Jun-05	7-Jun-12
tonyFreeStuff.com	7-Mar-07	7-Mar-13
tonyFriends.com	02-Sep-09	02-Sep-11
tonyKids.com	31-Oct-03	31-Oct-11
tonyPersonals.com	12-Sep-05	12-Sep-11
tonySingles.com	12-Jan-10	12-Jan-12

SCHEDULE II
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENTS

<u>Country</u>	<u>Patent Title</u>	<u>Patent No.</u>	<u>Date</u>
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II. PATENT APPLICATIONS

<u>Country</u>	<u>Application Title</u>	<u>Serial No.</u>	<u>Date</u>
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III. PATENT LICENSES

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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SCHEDULE III
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Country</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
United States	Eating & drinking: Time Out New York's annual guide to eating and drinking in New York City.	CSN0139410	2005
United States	Eating & drinking: Time Out New York's annual guide to eating and drinking in New York City.	CSN0139410	2004
United States	Eating & drinking: Time Out New York's annual guide to eating and drinking in New York City.	CSN0139410	2003
United States	Eating & drinking: Time Out New York's annual guide to eating and drinking in New York City.	CSN0139410	2002
United States	Eating & drinking: Time Out New York's annual guide to eating and drinking in New York City.	CSN0139410	2001
United States	Eating & drinking: Time Out New York's annual guide to eating and drinking in New York City.	CSN0139410	2000
United States	Eating & drinking: Time Out New York's annual guide to eating and drinking in New York City.	CSN0139410	1999
United States	Time out New York.	CSN0123852	2009
United States	Time out New York.	CSN0123852	2008
United States	Time out New York.	CSN0123852	2007
United States	Time out New York.	CSN0123852	2006
United States	Time out New York.	CSN0123852	2005
United States	Time out New York.	CSN0123852	2004

United States	Time out New York.	CSN0123852	2003
United States	Time Out New York bars & clubs: the ultimate guide to the city's nonstop nightlife.	CSN0142828	2003
United States	Time out New York kids.	CSN0147031	2007
United States	Time out New York kids.	CSN0147031	2006
United States	Time out New York kids.	CSN0147031	2005
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	2006
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	2005
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	2004
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	2003
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	2002
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	2001
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	2000

United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	1999
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	1998
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	1997
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	1996
United States	Time out New York student guide: from the publishers of the city's complete weekly entertainment guide.	CSN0140574	1995
United States	Time out.	CSN0140573	2003
United States	Time out.	CSN0140573	2002
United States	Time out New York.	CSN0123852	2002
United States	Time out New York.	CSN0123852	2001
United States	Time out New York.	CSN0123852	2000
United States	Time out New York.	CSN0123852	1999
United States	Time out New York.	CSN0123852	1998

II. COPYRIGHT APPLICATIONS

<u>Country</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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III. UNREGISTERED COPYRIGHTS

Country

Copyright Title

Date

IV. COPYRIGHT LICENSES

Copyright

Reg. No.

Date

SCHEDULE IV

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

OTHER INTELLECTUAL PROPERTY REGISTRATIONS AND APPLICATIONS.

1. Trademark Assignment dated as of March 1, 2010 among Time Out Group Limited, Time Out Magazine Limited, and Time Out New York Partners, L.P.
2. Trademark Agreement dated as of March 1, 2010 among 627 Investors, L.L.C., C&H Holdings LLC, CP-TO, L.L.C., CP-TONY, L.L.C., Time Out New York Partners, L.P., Time Out New York Limited, Time Out Group Limited, TimeOut Magazine Limited and Anthony M.M. Elliott.
3. Trademark License Agreement dated as of March 1, 2010 among Time Out Group Limited, Time Out Magazine Limited, and Time Out New York Partners, L.P.
4. Letter Agreement dated July 31, 2009 between Time Out New York and The Stay Well Company.
5. Intellectual Property Sublicense Agreement dated as of May 21, 2004 between Time Out New York Limited and Time Out Chicago Partners, LLLP, as amended by the First Amendment to Intellectual Property Sublicense Agreement dated as of January 1, 2010 between Time Out New York Limited and Time Out Chicago Partners, LLLP.
6. Intellectual Property License Agreement dated as of May 21, 2004 among Time Out Group Limited, Time Out Magazine Limited, and Time Out New York Limited.
7. Master Intellectual Property License Agreement dated as of May 4, 1995 among Time Out Group Limited, Time Out Magazine Limited, and Time Out New York Limited, as amended by the Trademark Agreement referred to in item 2 above.
8. Intellectual Property Sublicense Agreement dated May 4, 1995 among Time Out New York Limited, Time Out Group Limited, Time Out Magazine Limited, and Time Out New York Partners, L.P., as amended by the Trademark Agreement referred to in item 2 above.