

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
Kreidt Enterprises, Ltd.		04/17/2012	CORPORATION: LOUISIANA
RECEIVING PARTY DATA			
Name:	Hoffman Media, LLC		
Street Address:	1900 International Park Drive		
Internal Address:	Suite 50		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35243		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3375722	LOUISIANA COOKIN'	
Registration Number:	2562669	LOUISIANA COOKIN'	
CORRESPONDENCE DATA			
Fax Number:	2054886274		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	205-521-8274		
Email:	bsasser@babc.com		
Correspondent Name:	Linda A. Friedman, Esq.		
Address Line 1:	1819 Fifth Avenue North		
Address Line 4:	Birmingham, ALABAMA 35203		
NAME OF SUBMITTER:	Linda A. Friedman		
Signature:	/Linda A. Friedman/		
Date:	04/26/2012		
Total Attachments: 3 source=LOUISIANA COOKIN' Trademark Assignment#page1.tif source=LOUISIANA COOKIN' Trademark Assignment#page2.tif source=LOUISIANA COOKIN' Trademark Assignment#page3.tif			

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TRADEMARK

TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is entered into as of the 17th day of April, 2012 (the "Effective Date") by and among Kreidt Enterprises, Ltd. ("Seller"), a Louisiana corporation located at 129 South Cortez Street, New Orleans, LA 70119, and Hoffman Media, LLC ("Purchaser"), a Delaware limited liability company located at 1900 International Park Drive, Suite 50, Birmingham AL 35243.

RECITALS

WHEREAS, Seller and Purchaser entered into an asset purchase agreement dated April 17, 2012 ("Purchase Agreement") that closed on the Effective Date; and

WHEREAS, in accordance with said Purchase Agreement, Seller agreed to execute an assignment of all intellectual property rights in certain trademarks owned by Seller.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

ASSIGNMENT. Seller hereby irrevocably assigns, conveys, sells, grants and transfers to Purchaser all of Seller's worldwide rights, title and interest in the following marks (the "Marks"), including but not limited to the registrations thereof, to the full extent of its ownership or interest therein:

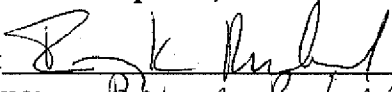
1. LOUISIANA COOKIN', for "magazine about cooking, food and culture," U.S. Reg. No. 3375722, reg. date January 29, 2008 (Principal Register) and U.S. Reg. No. 2562669, reg. date April 16, 2002 (Supplemental Register)
Date of first use and first use in commerce: September 11, 1997
2. LOUISIANA COOKIN' and design, Louisiana registration 55-0612, in class 16 for "food, cooking and lifestyle magazine," reg. date February 18, 1997, date of first use: February 1, 1997
3. LOUISIANA COOKIN' MAGAZINE and design, Louisiana registration 59-5175, in class 16 for "publishing," reg. date February 26, 2007, date of first use: April 1, 2004
4. CHEFS TO WATCH DINNER, common law service mark for an annual charity event spotlighting up and coming Louisiana chefs, first used and first used in commerce as of July 1, 2002

This Assignment includes, without limitation, all common law rights to the Marks associated with all services and products identified by said Marks, all domain names, all goodwill associated therewith symbolized by the Marks; all rights to causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and, any and all other rights and interests arising out of, in connection with, or in relation to the Marks.

Without limiting warranties in the Purchase Agreement, Seller warrants that (i) it has good title to the Marks in the United States and in every country where the Marks have been used, and (ii) Seller has used the Marks on or in connection with the goods and services listed since the dates of first use listed herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment as of the date first written above.

Assignor:
Kreidt Enterprises, Ltd.

By: 
Name: Romney Richards
Title: PRESIDENT

Assignee:
Hoffman Media, LLC

By: _____
Name: _____
Title: _____

Signature Page to Trademark Assignment

Without limiting warranties in the Purchase Agreement, Seller warrants that (i) it has good title to the Marks in the United States and in every country where the Marks have been used, and (ii) Seller has used the Marks on or in connection with the goods and services listed since the dates of first use listed herein.

IN WITNESS WHEREOF, the parties hereto have entered into this Assignment as of the date first written above.

Assignor:
Kreidt Enterprises, Ltd.

By: _____
Name: _____
Title: _____

Assignee:
Hoffman Media, LLC

By: E. Hoffman
Name: Eric Hoffman
Title: EVP & COO

Signature Page to Trademark Assignment