

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Modern Luxury Media, LLC		09/15/2010	LIMITED LIABILITY COMPANY: UNITED STATES

<b>RECEIVING PARTY DATA</b>	
Name:	DM Luxury, LLC
Street Address:	3280 Peachtree Street, Ste. 2300
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30305
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

<b>PROPERTY NUMBERS Total: 32</b>		
Property Type	Number	Word Mark
Serial Number:	78556145	DC CONFIDENTIAL
Serial Number:	78468813	SAN DIEGO CONFIDENTIAL
Serial Number:	78429263	SAN FRANCISCO CONFIDENTIAL
Serial Number:	78530868	CHICAGO CONFIDENTIAL
Serial Number:	78429214	DALLAS CONFIDENTIAL
Serial Number:	78589248	WASHINGTON CONFIDENTIAL
Registration Number:	2945402	CHICAGO CONFIDENTIAL
Registration Number:	3143679	HOUSTON CONFIDENTIAL
Registration Number:	3226064	OC CONFIDENTIAL
Registration Number:	2310088	ANGELENO
Registration Number:	3160730	ATLANTA LIFE
Registration Number:	3214229	ATLANTA STYLE
Registration Number:	3640632	BEST OF THE CITY
Registration Number:	2338478	CHICAGO SOCIAL

OP \$815.00 78556145

**TRADEMARK**

Registration Number:	3312465	CS
Registration Number:	3759449	DALLAS LIFE
Registration Number:	3482720	DC
Registration Number:	2684331	FRONT DESK MAGAZINE
Registration Number:	3486621	GRAND COMPLICATIONS
Registration Number:	3428194	HOUSTON MODERN LUXURY
Registration Number:	3226063	HOUSTON MONTHLY MAGAZINE
Registration Number:	3328115	HOUSTON MONTHLY MAGAZINE
Registration Number:	3083945	LAKE SHORE DRIVE
Registration Number:	3574243	MANHATTAN
Registration Number:	3295923	MIAMI
Registration Number:	2693696	MODERN LUXURY
Registration Number:	3291683	MODERN LUXURY DALLAS
Registration Number:	3640285	MODERN LUXURY HAWAII
Registration Number:	3086832	NAPA SONOMA
Registration Number:	2641072	RIVIERA
Registration Number:	3263505	THE ATLANTAN
Registration Number:	3140606	THE MEN'S BOOK

**CORRESPONDENCE DATA**

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: jlwwhite@mayerbrown.com

Correspondent Name: Jason L. White - Mayer Brown LLP

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	11104113
NAME OF SUBMITTER:	Jason L. White
Signature:	/Jason L. White/
Date:	06/20/2012

Total Attachments: 11

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT (this "Agreement"), dated September 15, 2010, is entered into by and between Modern Luxury Media, LLC, a Delaware limited liability company, San Francisco Magazine, LLC, a Delaware limited liability company, and Tourbillon International, LLC, a New York limited liability company (collectively, the "Assignor"), and DM Luxury, LLC, a Delaware limited liability company (the "Assignee"). Assignor and Assignee may be referred to herein individually as a "Party", or together as the "Parties".

## WITNESSETH:

WHEREAS, the Parties are parties to that certain Asset Purchase Agreement dated as of August 25, 2010 (as the same may be amended, the "Purchase Agreement"), pursuant to which Assignee is to acquire all of Assignor's right, title and interest in and to certain assets, including certain intellectual property assets of Assignor.

NOW, THEREFORE, in consideration of good and valuable consideration paid pursuant to the terms and conditions of the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, each Party hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as same would have been held and enjoyed by Assignor if this Agreement had not been made, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the following (collectively, the "Assigned Intellectual Property"): 6  
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(a) the trademark registrations and applications for registration set forth on Schedule I attached hereto, together with all of the goodwill associated therewith, all extensions and renewals thereof, and any and all priority rights, convention rights and other benefits accruing or to accrue with respect thereto, together with all income royalties or payments due or payable as of the date hereof or thereafter;

(b) the domain name registrations set forth on Schedule II; and

(c) all claims, whether known or unknown, for past, present and future infringement, dilution, other unauthorized use or violation of the foregoing, including all rights to obtain damages and other monetary compensation and to obtain injunctive relief in connection therewith, and all documents and information relating to any cancellation, opposition and other proceedings involving the foregoing.

2. Cooperation and Recordation. Assignor hereby agrees to cooperate with Assignee as reasonably necessary to give full effect to and perfect the rights of Assignee in the Assigned Intellectual Property, and Assignor agrees to execute and deliver all documents and to take all such other actions as Assignee, its successors and assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, statements of

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use, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Assigned Intellectual Property hereunder and, if appropriate, to assure that the transfer of the Assigned Intellectual Property is properly recorded at any appropriate administrative agency or registry, including but not limited to, the United States Patent and Trademark Office.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflict of laws doctrines.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument.

5. Entire Agreement. This Agreement together with the Purchase Agreement sets forth all of the promises, covenants, agreements, conditions and undertakings between the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written.

6. Delivery of Tangible Items. The Parties shall cooperate to arrange for prompt delivery of prosecution files, documents and other tangible embodiments of the Assigned Intellectual Property that are in the possession or control of Assignor.

7. Domain Name Registrations. Without limiting the obligations set forth in Section 3 hereof, concurrent with the execution of this Agreement, the Parties shall cooperate to complete registrant name change agreements with respect to the domain name registrations assigned hereunder, and to submit or file such registrant name change agreements to or with the applicable Internet domain name registrar in accordance with the policies and rules of such Internet domain name registrar as promptly as practicable on or after the date hereof.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the Parties by their respective duly authorized officers, all as of the date first above written.

**ASSIGNOR:**

MODERN LUXURY MEDIA, LLC,  
a Delaware limited liability company

By: MLM Holding Corporation, a Delaware limited liability company, its sole and managing member

By:   
Name: Kevin S. Flannery  
Title: Chairman

SAN FRANCISCO MAGAZINE, LLC,  
a Delaware limited liability company

By: Modern Luxury Media, LLC, a Delaware limited liability company, its sole and managing member

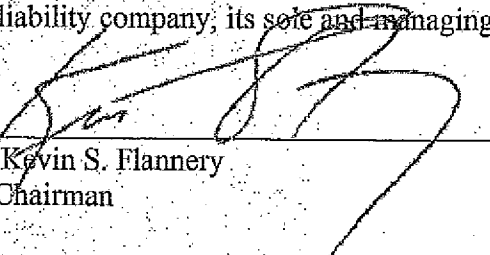
By: MLM Holding Corporation, a Delaware limited liability company, its sole and managing member

By:   
Name: Kevin S. Flannery  
Title: Chairman

TOURBILLON, LLC,  
a New York limited liability company

By: Modern Luxury Media, LLC, a Delaware limited liability company, its sole and managing member

By: MLM Holding Corporation, a Delaware limited liability company, its sole and managing member

By:   
Name: Kevin S. Flannery  
Title: Chairman

[Signature Page 1/2 to Trademark Assignment Agreement]

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ASSIGNEE:

DM LUXURY, LLC, a Delaware limited liability company

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By: Richard S. Danning  
Name: Richard S. Danning  
Title: General Counsel and Secretary

[Signature Page 2/2 to Trademark Assignment Agreement]

Schedule I

## REGISTERED TRADEMARKS\*

\*(unless otherwise specified, listed owner is Modern Luxury Media, LLC)

Trademark	Status	App Number Reg Number	App Date Reg Date
ANGELENO Country: United States of America Classes: 16	Registered	75/628153 2310088	27-Jan-1999 18-Jan-2000
ATLANTA LIFE Country: United States of America Classes: 9, 16	Registered	78/602206 3160730	05-Apr-2005 17-Oct-2006
ATLANTA STYLE Country: United States of America Classes: 9, 16	Registered	78/602469 3214229	05-Apr-2005 27-Feb-2007
BEST OF THE CITY Country: United States of America Classes: 16	Registered	77/384734 3640632	30-Jan-2008 16-Jun-2009
CHICAGO CONFIDENTIAL Country: United States of America Classes: 16	Registered	78/425611 2945402	26-May-2004 26-Apr-2005
CHICAGO SOCIAL Country: Illinois Classes: 16	Registered	079-397	31-Oct-1996
CHICAGO SOCIAL Country: United States of America Classes: 16	Registered	75/707687 2338478	17-May-1999 04-Apr-2000
CS (STYLIZED) Country: United States of America Classes: 9,16	Registered	78/930642 3312465	17-Jul-2006 16-Oct-2007
DC (STYLIZED) Country: United States of America Classes: 9, 16	Registered	78/549822 3482720	19-Jan-2005 05-Aug-2008

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Trademark	Status	App Number Reg Number	App Date Reg Date
<b>DALLAS LIFE</b> <i>Country:</i> United States of America <i>Classes:</i> 16	Registered	78/947855 3759449	08-Aug-2008 09-Mar-2010
<b>FRONT DESK MAGAZINE</b> <i>Country:</i> United States of America <i>Classes:</i> 16	Registered	76/126585 2684331	12-Sep-2000 04-Feb-2003
<b>GRAND COMPLICATIONS</b> <i>Country:</i> United States of America <i>Classes:</i> 16 <i>* Listed owner Tourbillon Int'l LLC</i>	Registered	77/123601 3486621	06-Mar-2007 12-Aug-2008
<b>HOUSTON MODERN LUXURY</b> <i>Country:</i> United States of America <i>Classes:</i> 9, 16	Registered	78/652479 3428194	16-Jun-2005 13-May-2008
<b>HOUSTON MONTHLY MAGAZINE</b> <i>Country:</i> United States of America <i>Classes:</i> 9, 41	Registered	78/441688 3328115	25-Jun-2004 30-Oct-2007
<b>HOUSTON MONTHLY MAGAZINE</b> <i>Country:</i> United States of America <i>Classes:</i> 16	Registered	78/429239 3226063	03-Jun-2004 03-Apr-2007
<b>INTERNATIONAL WATCHES</b> <i>Country:</i> United States of America <i>Classes:</i> 16 <i>* Listed owner Tourbillon Int'l LLC</i>	Registered	76/009221 2548574	20-Mar-2000 12-Mar-2002
<b>JEWELRY INTERNATIONAL</b> <i>Country:</i> United States of America <i>Classes:</i> 16 <i>* Listed owner Tourbillon Int'l LLC</i>	Registered	77/123551 3656050	06-Mar-2007 14-Jul-2009
<b>LAKE SHORE DRIVE</b> <i>Country:</i> United States of America <i>Classes:</i> 16	Registered	78/429848 3083945	04-Jun-2004 18-Apr-2006
<b>MANHATTAN</b> <i>Country:</i> United States of America <i>Classes:</i> 09, 16	Registered	77/300906 3574243	10-Oct-2007 10-Feb-2009

Trademark	Status	App Number Reg Number	App Date Reg Date
<b>MIAMI</b> Country: United States of America Classes: 9, 16	Registered	78/803257 3295923	31-Jan-2006 18-Sep-2007
<b>MODERN LUXURY</b> Country: United States of America Classes: 16	Registered	75/923321 2693696	19-Feb-2000 04-Mar-2003
<b>MODERN LUXURY DALLAS</b> Country: United States of America Classes: 9, 16	Registered	78/616495 3291683	25-Apr-2005 11-Sep-2007
<b>MODERN LUXURY HAWAII</b> Country: United States of America Classes: 9, 16	Registered	77/201095 3640285	08-Jun-2007 16-Jun-2009
<b>NAPA/SONOMA</b> Country: United States of America Classes: 16	Registered	78/429221 3086832	03-Jun-2004 25-Apr-2006
<b>OC CONFIDENTIAL</b> Country: United States of America Classes: 16	Registered	78/429360 3226064	03-Jun-2004 03-Apr-2007
<b>RIVIERA</b> Country: United States of America Classes: 16	Registered	78/048596 2641072	15-Feb-2001 22-Oct-2002
<b>THE ATLANTAN</b> Country: United States of America Classes: 9, 16	Registered	78/569758 3263505	17-Feb-2005 10-Jul-2007
<b>THE MEN'S BOOK</b> Country: United States of America Classes: 16	Registered	78/377984 3140606	03-Mar-2004 05-Sep-2006
<b>WATCHES INTERNATIONAL</b> Country: United States of America Classes: 16 * Listed owner Tourbillon Int'l LLC	Registered	77/123525 3710836	06-Mar-2007 17-Nov-2009

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PENDING APPLICATIONS

Trademark	Status	App Number	App Date
<b>CHICAGO CONFIDENTIAL</b> Country: United States of America  Classes: 16	Opposition	78/530868 Consolidated OPP # 91165630	10-Dec-2004 15-Jun-2005
<b>DALLAS CONFIDENTIAL</b> Country: United States of America Classes: 16	Opposition	78/429214 Consolidated OPP # 91165630 Original OPP # 91167697	03-Jun-2004 15-Jun-2005
<b>MODERN LUXURY</b> Country: China (People's Republic) Classes: 16	Pending. The application was partially refused by the Chinese Trademark Office based on prior "LUXURY" trademarks. The Trademark Office allowed " <i>magazines (periodicals); periodicals; newsletters</i> " to pass through, but it requested deletion of the goods " <i>printed publications; posters; photographs; pictures; advertisement boards of paper or cardboard; pamphlets; catalogues.</i> "  The application is therefore proceeding under sub-class 1606 for " <i>magazines (periodicals); periodicals; newsletters.</i> " The application was published in the Trademark Gazette on June 27, 2010. If no opposition is raised by a third party by <u>September 27, 2010</u> , the Trademark Office will unilaterally grant registration in due course.	6700515	04-May-2008

Trademark	Status	App Number	App Date
<b>MODERN LUXURY</b> Country: China (People's Republic) Classes: 41	Pending. The application was published in the Trademark Gazette on June 6, 2010. If no opposition is raised by a third party by <u>September 6, 2010</u> , the Trademark Office will unilaterally grant registration in due course.	6700514	04-May-2008
<b>MODERN LUXURY</b> Country: China (People's Republic) Classes: 9	Pending. The application was published in the Trademark Gazette on June 20, 2010. If no opposition is raised by a third party by <u>September 20, 2010</u> , the Trademark Office will unilaterally grant registration in due course.	6700516	04-May-2008
<b>MODERN LUXURY MEDIA</b> Country: China (People's Republic) Classes: 16	Pending.	6861841	25-Jul-2008  Resp.Off.: IL
<b>MODERN LUXURY MEDIA</b> Country: China (People's Republic) Classes: 41	Pending.	6861840	25-Jul-2008
<b>WASHINGTON CONFIDENTIAL</b> Country: United States of America Classes: 9, 16	Opposition	78/589248 Consolidated OPP # 91165630 Original OPP # 91172277	17-Mar-2005

**CANCELLED TRADEMARKS**

Trademark	Status	App Number	App Date
<b>CHICAGO CONFIDENTIAL</b> Country: United States of America Classes: 16	Cancel Pending	78/425611 2945402 CANC# 92045226 Consolidated OPP # 91165630	10-Dec-2004 26-Apr-2005 09-Nov-2005
<b>HOUSTON CONFIDENTIAL</b> Country: United States of America Classes: 16	Cancel Pending	78/431461 3143679 CANC# 92046369 Consolidated OPP # 91165630	08-Jun-2004 12-Sep-2006 19-Sep-2009

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Trademark	Status	App Number	App Date
<b>OC CONFIDENTIAL</b> <i>Country:</i> United States of America <i>Classes:</i> 16	Cancel Pending	78/429360 3226064 CANC# 92049033	03-Jun-2004 03-Apr-2007 18-Mar-2008

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Trademark	Status	App Number	App Date
<b>DC CONFIDENTIAL</b> <i>Country:</i> United States of America <i>Classes:</i> 9, 16	Suspended pending disposition of 78/197350 and 76/207798	78/556145	28-Jan-2005
<b>SAN DIEGO CONFIDENTIAL</b> <i>Country:</i> United States of America <i>Classes:</i> 16	Suspended pending disposition of 78/197350 and 76/207798	78/468813	17-Aug-2004
<b>SAN FRANCISCO CONFIDENTIAL</b> <i>Country:</i> United States of America <i>Classes:</i> 16	Suspended pending disposition of 78/197350 and 76/207798	78/429263	03-Jun-2004

Schedule II

1. Watch-freak.com
2. [Supplement from APA schedules attachment 3.19]

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