

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
CL Chicago, Inc.		05/22/2012	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	STM Reader, LLC
Street Address:	350 North Orleans Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60654
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1112732	R
Registration Number:	1152348	THE STRAIGHT DOPE
Registration Number:	1366600	READER
Registration Number:	2151502	THE STRAIGHT DOPE
Registration Number:	2176617	CHICAGO READER
Registration Number:	3257817	CHICAGO READER
Registration Number:	3999824	READER REAL DEAL

CORRESPONDENCE DATA

Fax Number: 3125693459
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312 569 1459
 Email: IPDOCKETCHICAGO@DBR.COM, nancy.martinez-curtin@dbr.com

Correspondent Name: Melissa S. Dillenbeck
 Address Line 1: 191 North Wacker Drive

CH \$190.00 1112732

Address Line 2: Suite 3700
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	447199--STM-READERASSGNMT
NAME OF SUBMITTER:	Melissa S. Dillenbeck
Signature:	/melissasdillenbeck-nmc/
Date:	07/17/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Trademark Assignment*") is executed by STM Reader, LLC ("*Assignee*"), a Delaware limited liability company, and CL Chicago, Inc. ("*Assignor*"), a Florida corporation, pursuant to the Asset Purchase Agreement dated May 22, 2012, by and between Assignee and Assignor (the "*Purchase Agreement*"). The parties agree as follows:

1. Defined Terms.

Unless otherwise defined in this Trademark Assignment, terms and words that are defined in Sections 1.1 and 1.2 of the Purchase Agreement and used in this Agreement have the respective definitions attributed to them in the Purchase Agreement, and those definitions are incorporated by reference in this Trademark Assignment.

2. Assignment.

Assignor hereby sells, assigns, transfers, and conveys to Assignee, its successors and assigns, all rights, title and interest in and to the trademark registrations set forth on Schedule "A" hereto (the "*Marks*"), together with the goodwill of the business symbolized by and associated with the Marks throughout the world, and all registrations and pending applications therefor, any renewals of the registrations, in all countries throughout the world, 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 the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made (collectively, "*All Marks*"), together with all causes of action for any and all previously occurring infringement of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

3. Recordation.

Assignor hereby requests the Director of the United States Patent and Trademark Office (the "*Director*"), as well as his or her non-US counterparts in the non-US jurisdictions which exercise authority over any of the Marks to record this Trademark Assignment. Assignor hereby further requests the Director and his or her non-US counterparts to issue any and all trademark registrations resulting from applications among the Marks or derived therefrom to Assignee as assignee of the entire interest therein.

4. Further Assurances and Actions.

Assignor agrees to execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation) and to do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to All Marks in Assignee. This Trademark Assignment shall be binding upon and shall inure to the benefit of the respective successors and permitted assigns of Assignor and Assignee.

5. Miscellaneous.

Except for the Purchase Agreement and the other closing documents executed pursuant to it, this Trademark Assignment records the entire understanding between Assignee and Assignor regarding the assignment and assumption of All Marks and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written by either of them. The validity, interpretation, construction, and enforcement of this Trademark Assignment are governed by the laws of the State of Delaware and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to the resolution of conflicts with laws of other jurisdictions. This Trademark Assignment will become effective as of its stated execution date when it is signed by Assignee and Assignor.

Nothing herein shall be deemed to modify or diminish the representations, warranties, covenants and obligations, or any other provision contained in the Purchase Agreement. In the event of any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern.

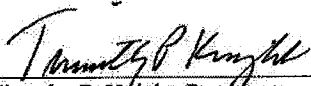
6. **Counterparts.**

For the purposes of this Trademark Assignment, a facsimile copy or an electronic copy (including an e-mail of a PDF file) of the signature page of the person executing this Trademark Assignment shall be effective as an original signature and effective as an execution copy thereof. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

EXECUTED: May 22, 2012

STM READER, LLC,
a Delaware limited liability company

By: 
Timothy P. Knight, President

CL CHICAGO, INC.,
a Florida corporation

By: _____
Talmadge U. Bailey, Vice President and
Chief Financial Officer

Signature page to Trademark Assignment

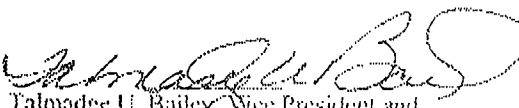
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EXECUTED: May 22, 2012

STM READER, LLC,
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Timothy P. Knight, President

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By: 
Talmadge U. Bailey, Vice President and
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Signature page to Trademark Assignment

TRADEMARK
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SCHEDULE A

Trademarks

1. "Reader" (word mark) Reg. no. 1,366,600
2. "R" logo (design mark) Reg. no. 1,112,732
3. "Chicago Reader" (trademark) Reg. no. 3,257,817
4. "Chicago Reader" (service mark) Reg. no. 2,176,617
5. "The Straight Dope" (word mark) Reg. no. 1,152,348
6. "Reader Real Deal" (service mark) Reg. no. 3,999,824
7. "The Straight Dope" (service mark) Reg. no. 2,151,502
8. "The Straight Dope" (Canadian trademark) Reg. no. TMA366483