

11/14/2012

11-14-12

RE



103651558

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):

CREATIVE LOAFING, INC.
CREATIVE LOAFING ATLANTA, INC.

- Individual(s)
- Partnership
- Corporation- State: FLORIDA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 06/30/2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CL ATLANTA, LLC

Street Address: 210 12TH AVE S, SUITE 100

City: NASHVILLE

State: TN

Country: USA Zip: 37203

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship TENNESSEE

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) _____

B. Trademark Registration No. (s)

3,837,236; 2,338,841; 3,306,553; 3,614,840

Additional sheet(s) attached? Yes No

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

"Creative Loafing"; "Creative Loafing"; Creative Loafing "Shelter" Symbol (design mark); "Loafing 411"

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

Name: TRACY D. KANE

Internal Address: _____

Street Address: 1310 SIXTH AVE NORTH

City: NASHVILLE

State: TN Zip: 37208

Phone Number: (615) 254-2291

Docket Number: _____

Email Address: TKANE@DODSONPARKER.COM

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$160

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/15/2012 ARULLINS 00000016 3837236

01 FC:8521

02 FC:8522

40.00 OP

75.00 OP

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Tracy D. Kane
Signature

11/21/2012
Date

Tracy D. Kane
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is executed by CREATIVE LOAFING ATLANTA, INC., a Florida corporation ("*CLA*"), and CREATIVE LOAFING, INC., a Florida corporation and sole shareholder of CLA ("*CLI*" and together with CLA, the "*Assignors*"), and CL ATLANTA, LLC, a Tennessee limited liability company (the "*Assignee*"), pursuant to the Asset Purchase Agreement dated as of June 30, 2012, between Assignors, Assignee, SOUTHCOMM MEDIA, LLC, a Tennessee limited liability company and sole member of Assignee, and SOUTHCOMM, INC., a Tennessee corporation and sole member of SouthComm Media, LLC (the "*Purchase Agreement*"), to effect the sale to Assignee of substantially all the assets of each Assignor. Assignee and Assignors agree as follows:

1. Defined Terms.

Unless otherwise defined in this Assignment, all capitalized terms that are used in this Assignment have the respective definitions attributed to them in the Purchase Agreement, and those definitions are incorporated by reference in this Assignment.

2. Assignment and Transfer.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignors sell, assign, and transfer to Assignee, its successors and assigns, absolutely and forever, effective as of the Closing Date, their entire right, title and interest, whether statutory or at common law, in and to the registered trademarks and services marks described below, together with the goodwill symbolized by them. CLA and CLI also sell, assign, and transfer to Assignee, its successors and assigns, absolutely and forever, effective as of the Closing Date, their entire right, title and interest, whether statutory or at common law, in and to any and all other trademarks, trade names, service marks, trade dress, and intellectual property that are owned by CLA and CLI, and all related registrations and pending applications therefor in the United States of America, its territories and possessions, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (the "*Trademarks*").

1. "Creative Loafing" (trademark) Reg. no. 3,837,236
2. "Creative Loafing" (trademark) Reg. no. 2,338,841
3. CL "Shelter" symbol (design mark) Reg. no. 3,306,553 (registered to Weekly Planet, Inc., assignment to Creative Loafing, Inc. in process)
4. "Loafing411" (service mark) Reg. no. 3,614,840
5. "Creative Loafing" (State of Florida service mark registration) Reg. no. T10000000125

3. Further Assurances.

At any time and from time to time at the request of Assignee, Assignors shall execute and deliver to Assignee any new, additional, or confirmatory instrument and any other document necessary to vest in Assignee all of Assignors' right, title, and interest in, to, and under the Trademarks or to enable Assignee to realize or to otherwise enjoy the benefits of the Trademarks or to carry into effect the intent and purposes of this Assignment, so long as the requested confirmatory instrument or other document will not increase or extend any liability or obligation of Assignors contemplated by the Purchase Agreement or impose on Assignors any new or additional liability or obligation.

4. **Registration.**

Assignee is authorized to file this Assignment and any other documents, certificates, instruments, and registrations with any governmental authority, including specifically the Commissioner of Patents and Trademarks. The Commissioner of Patents and Trademarks is requested to issue the certificates of registration to the Assignee.

5. **Miscellaneous.**

Except for the Purchase Agreement and the other closing documents executed pursuant to it, this Assignment records the entire understanding between Assignee and Assignors regarding the assignment of the Trademarks and supersedes any previous or contemporaneous Assignment, understanding, or representation, oral or written by either of them. The validity, interpretation, construction, and enforcement of this Assignment are governed by the laws of the State of Florida 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 Assignment will become effective as of its stated execution date when it is signed by Assignee and Assignors.

[Signature Page Follows]

EXECUTED: As of June 30, 2012.

ASSIGNEE

CL ATLANTA, LLC,
a Tennessee limited liability company

By: *Christopher M. Ferrell*
Christopher M. Ferrell, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named Christopher M. Ferrell, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that such person was the President of CL ATLANTA, LLC, a Tennessee limited liability company, the within named bargainer, and that in such capacity, such person, being authorized so to do, executed the foregoing Trademark Assignment for the purposes therein contained, on behalf of the said CL ATLANTA, LLC.

Witness my hand and seal this the 2nd day of July, 2012.

NOTARY PUBLIC: *Falech Carter* My Commission Expires

