

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
Voice Media Group, Inc.		01/17/2013	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	Broadway Capital Corp., LLC
Street Address:	One Penn Plaza, Suite 4110
City:	New York
State/Country:	NEW YORK
Postal Code:	10119
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 78

Property Type	Number	Word Mark
Registration Number:	3849743	ARTOPIA
Registration Number:	3293467	ARTOPIA
Registration Number:	3194211	ASK A MEXICAN
Registration Number:	3194098	ASK A MEXICAN
Registration Number:	2893333	AUTOBUZZ
Registration Number:	3156284	BEST OF BROWARD /PALM BEACH
Registration Number:	4183174	BEST OF BROWARD/PALM BEACH
Registration Number:	4175661	BEST OF DALLAS
Registration Number:	2098988	BEST OF DALLAS
Registration Number:	2098909	BEST OF DENVER
Registration Number:	4175657	BEST OF DENVER
Registration Number:	2102832	BEST OF HOUSTON
Registration Number:	4175664	BEST OF HOUSTON
Registration Number:	2094511	BEST OF MIAMI

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Registration Number:	4175658	BEST OF MIAMI
Registration Number:	3479806	BEST OF NYC
Registration Number:	2652951	BEST OF NYC
Registration Number:	2098989	BEST OF PHOENIX
Registration Number:	4175364	BEST OF PHOENIX
Registration Number:	2441835	BEST OF ST. LOUIS
Registration Number:	4185847	BEST OF ST. LOUIS
Registration Number:	2688355	BEST OF THE TWIN CITIES
Registration Number:	4103137	BEST OF VOICE PLACES
Registration Number:	3538437	CHOICE EATS
Registration Number:	2100968	CITY PAGES
Registration Number:	2098877	CITY PAGES
Registration Number:	2263300	DALLAS OBSERVER
Registration Number:	2263279	DALLAS OBSERVER
Registration Number:	3431850	DE TOUR
Registration Number:	2142870	EDGE
Registration Number:	4186922	GOLD STANDARD
Registration Number:	2299837	HOUSTON PRESS
Registration Number:	2866808	HOUSTONPRESS
Registration Number:	2142064	LA WEEKLY
Registration Number:	1650744	LA WEEKLY
Registration Number:	3379111	LA WEEKLY DE TOUR
Registration Number:	4253029	LA WEEKLY GOLD STANDARD
Registration Number:	3063457	MASTERMIND
Registration Number:	2604312	MENU OF MENUS
Registration Number:	4203425	MY VOICE NATION
Registration Number:	2843226	NIGHT & DAY
Registration Number:	1484231	NEW TIMES
Registration Number:	2113496	NEWTIMES.COM
Registration Number:	1994330	OBIE
Registration Number:	3720869	OC WEEKLY
Registration Number:	2091356	OC WEEKLY
Registration Number:	2616804	PAZZ AND JOP
Registration Number:	3194163	RENT ST. LOUIS
Registration Number:	3642675	REVERB FEST

TRADEMARK

REEL: 004948 FRAME: 0555

	2342845	RFT
Registration Number:	2288067	RFT
Registration Number:	2296097	RIVERFRONT TIMES
Registration Number:	2296094	RIVERFRONT TIMES
Registration Number:	2325991	RUXTON
Registration Number:	3217439	SCENE
Registration Number:	3223906	SCENE
Registration Number:	3277196	SEARCH THE CITIES
Registration Number:	2823190	SIREN MUSIC FESTIVAL
Registration Number:	3334081	SOUND LIVING
Registration Number:	3585751	ST. LOUIS SPACES
Registration Number:	2248645	THE EDGE
Registration Number:	2273913	THE VILLAGE VOICE
Registration Number:	0913683	THE VILLAGE VOICE
Registration Number:	1987845	THE VILLAGE VOICE OBIES
Registration Number:	3176378	THE VILLAGE VOICE SIREN MUSIC FESTIVAL
Registration Number:	3085730	VILLAGE VOICE MEDIA
Registration Number:	1189256	VOICE
Registration Number:	3863880	VOICE MEDIA
Registration Number:	2549872	WESTWORD
Registration Number:	2188169	WESTWORD
Registration Number:	2370285	WLS
Serial Number:	85666808	4KNOTS
Serial Number:	85710943	CHOICE STREETS
Serial Number:	85542432	MENU OF MENUS
Serial Number:	85673791	VOICE MEDIA GROUP
Serial Number:	85673800	VOICE MEDIA GROUP
Serial Number:	85659073	VOICE PLACES
Serial Number:	85480344	NEW TIMES

CORRESPONDENCE DATA

Fax Number: 2126311241

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

Phone: 2127143079

Email: friedbergr@whiteandwilliams.com

TRADEMARK
REEL: 004948 FRAME: 0556

Correspondent Name: Randy M. Friedberg
Address Line 1: White and Williams LLP
Address Line 2: One Penn Plaza, 41st Floor
Address Line 4: New York, NEW YORK 10119

NAME OF SUBMITTER: Randy Friedberg

Signature: /randyfriedberg/

Date: 01/24/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2013 (this "Agreement"), is made by VOICE MEDIA GROUP, INC., (the "Grantor"), in favor of BROADWAY CAPITAL CORP., LLC (the "Secured Party").

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of January 17, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), between the Grantor and the Secured Party, the Secured Party has extended Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered the Borrower Pledge and Security Agreement, dated as of January 17, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (d) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Secured Party, for its benefit and hereby grants to the Secured Party, for its benefit, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State

thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party for its benefit under the Security Agreement. The Security Agreement and all rights and remedies of the Secured Party thereunder shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Secured Party will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Secured Party hereunder, and execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article IX thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

VOICE MEDIA GROUP, INC.

By: 

Name: Scott Tobias

Title: President and Chief Executive Officer

[Signature Page to Borrower Trademark Security Agreement]

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SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Reg. Number/App. Number	Word Mark
85666808	4KNOTS
3,849,743	ARTOPIA(media)
3,293,467	ARTOPIA(music)
3,194,211	ASK A MEXICAN
3,194,098	ASK A MEXICAN
2,893,333	AUTOBUZZ
3,156,284	BEST OF BROWARD /PALM BEACH
4,183,174	BEST OF BROWARD PALM BEACH
4,175,661	BEST OF DALLAS
2,098,988	BEST OF DALLAS
2,098,909	BEST OF DENVER
4,175,657	BEST OF DENVER
2,102,832	BEST OF HOUSTON
4,175,664	BEST OF HOUSTON
2,094,511	BEST OF MIAMI
4,175,658	BEST OF MIAMI
3,479,806	BEST OF NYC
2,652,951	BEST OF NYC
2,098,989	BEST OF PHOENIX
4,175,364	BEST OF PHOENIX
2,441,835	BEST OF ST. LOUIS
4,185,847	BEST OF ST. LOUIS
2,688,355	BEST OF THE TWIN CITIES
4,103,137	BEST OF VOICE PLACES
3,538,437	CHOICE EATS
85710943	CHOICE STREETS
2,100,968	CITY PAGES
2,098,877	CITY PAGES

Reg. Number/App. Number	Word Mark
2,263,300	DALLAS OBSERVER
2,263,279	DALLAS OBSERVER
3,431,850	DE TOUR
2,142,870	EDGE
4,186,922	GOLD STANDARD
2,299,837	HOUSTON PRESS
2,866,808	HOUSTONPRESS
2,142,064	LA WEEKLY(STYLIZED)
1,650,744	LA WEEKLY
3,379,111	LA WEEKLY DE TOUR
4,253,029	LA WEEKLY GOLD STANDARD
3,063,457	MASTERMIND
2,604,312	MENU OF MENUS
85542432	MENU OF MENUS
4,203,429	MY VOICE NATION
2,843,226	NIGHT & DAY
1,484,231	NEW TIMES
2,113,496	NEWTIMES.COM
1,994,330	OBIE
3,720,869	OC WEEKLY
2,091,356	OC WEEKLY (STYLIZED)
2,616,804	PAZZ AND JOP
3,194,163	RENT ST. LOUIS
3,642,675	REVERB FEST
2,342,845	RFT
2,288,067	RFT
2,296,097	RIVERFRONT TIMES
2,296,094	RIVERFRONT TIMES
2,325,991	RUXTON
3,217,439	SCENE
3,223,906	SCENE
3,277,196	SEARCH THE CITIES
2823190	SIREN MUSIC FESTIVAL
3,334,081	SOUND LIVING
3,585,751	ST. LOUIS SPACES

Reg. Number/App. Number	Word Mark
2248645	THE EDGE
2,273,913	THE VILLAGE VOICE
0,913,683	THE VILLAGE VOICE (stylized)
1,987,845	THE VILLAGE VOICE OBIES
3,176,378	THE VILLAGE VOICE SIREN MUSIC FESTIVAL
3,085,730	VILLAGE VOICE MEDIA
1,189,256	VOICE
3,863,880	VOICE MEDIA
85673791	VOICE MEDIA GROUP
85673800	VOICE MEDIA GROUP
85659073	VOICE PLACES
2,549,872	WESTWORD
2,188,169	WESTWORD
2,370,285	WLS
85480344	NEW TIMES