

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM302527

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HugeCity, LLC		04/24/2014	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Time Out America LLC		
Street Address:	475 Tenth Avenue		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4249930	HUGE CITY	
CORRESPONDENCE DATA			
Fax Number:	7037735157		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7037734157		
Email:	nicholas.panno@dlapiper.com		
Correspondent Name:	Nicholas Panno		
Address Line 1:	11911 Freedom Drive		
Address Line 2:	Suite 300		
Address Line 4:	Reston, VIRGINIA 20190		
ATTORNEY DOCKET NUMBER:	385869-000003		
NAME OF SUBMITTER:	Nicholas J. Panno		
SIGNATURE:	/Nicholas J. Panno/		
DATE SIGNED:	04/24/2014		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (this "Agreement") is made and entered into as of April 24 2014, by and between HugeCity, LLC, a Georgia limited liability company (the "Seller") and Time Out America LLC, a Delaware limited liability company (the "Purchaser").

WHEREAS, the Seller and Purchaser are parties to that certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of the date hereof, pursuant to which the Purchaser will acquire from the Seller substantially all of its assets and business operations and the Seller will sell and assign to the Purchaser such assets;

WHEREAS, this Agreement is being delivered pursuant to the terms of the Asset Purchase Agreement;

WHEREAS, Seller is the owner of the entire right, title, interest, benefits, privileges and goodwill in and to trademark-related Intellectual Property and goodwill of the business connected with the use of the trademark-related Intellectual Property that constitutes a portion of the Purchased Assets, which intellectual property is more particularly described in Exhibit A annexed hereto (the "Trademark-Related Intellectual Property");

WHEREAS, Seller is the owner of the entire right, title, interest, benefits and privileges in and to the Intellectual Property, including copyrights, domain names and patents, that is not included as the Trademark-Related Intellectual Property and that constitutes a portion of the Purchased Assets, which Intellectual Property is more particularly described in Exhibit A annexed hereto (the "General Intellectual Property");

WHEREAS, pursuant to the Asset Purchase Agreement, Seller wishes to assign to Purchaser the Seller's entire right, title, interest, benefits, privileges and goodwill in and to the Trademark-Related Intellectual Property, the General Intellectual Property and to all Intellectual Property Assets as required to be scheduled in Schedule 4.15 of Disclosure Schedule, except as excluded in Section 2.2 of the Asset Purchase Agreement; and

WHEREAS, Purchaser is desirous of acquiring Seller's entire right, title, interest, benefits and privileges and goodwill in and to the Trademark-Related Intellectual Property, the General Intellectual Property and to all Intellectual Property Assets as required to be scheduled in Schedule 4.15 of Disclosure Schedule, except as excluded in Section 2.2 of the Asset Purchase Agreement.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained herein, and in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

2. Assignment and Acceptance. Effective as of the Closing, Seller hereby unconditionally and irrevocably grants, bargains, sells, assigns, transfers and sets over (collectively, the "Assignment") to Purchaser all of the rights, titles and interest, legal or equitable, in and to the Intellectual Property of the Seller, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect, for Purchaser's own use and enjoyment, and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives, as fully and entirely as the

same would have been held and enjoyed by Seller if this Agreement had not been made, together with all payments due or payable as of the Closing Date or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the foregoing Intellectual Property, with the right to sue for, and collect the same for Purchaser's own use and enjoyment and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives, and Purchaser hereby accepts the Assignment.

(a) **Trademark-Related Intellectual Property Assignment.** Seller hereby sells, assigns, transfers and sets over to Purchaser, its successors, assigns and legal representatives, Seller's entire right, title, interest, benefits, privileges and goodwill associated with and symbolized by the Trademark-Related Intellectual Property and goodwill of the business associated with the Trademark-Related Intellectual Property, including, but not limited to, United States and foreign, federal and state registered and common law trademarks, service marks and trade dress, registrations for trademarks, service marks and trade dress and applications for trademarks, service marks and trade dress, including international and regional applications, including, without limitation, the right to sue any third parties for any past infringement of the Trademark-Related Intellectual Property or otherwise enforce or exploit the Trademark-Related Intellectual Property, the right to renew any registrations, the right to apply for trademark, service mark or trade dress registrations within or outside the United States based in whole or in part upon the trademarks, service marks and trade dress, and any priority right that may arise from the trademarks, service marks and trade dress, except as excluded in Section 2.2 of the Asset Purchase Agreement.

(b) **General Intellectual Property and Intellectual Property Assignment.** Seller hereby sells, assigns, transfers and sets over to Purchaser, its successors, assigns and legal representatives, its entire right, title, interest, benefits, privileges and goodwill in and throughout the United States of America (including its territories and dependencies) and all countries and jurisdictions foreign thereto in and to said General Intellectual Property and to all Intellectual Property of the Seller, including, without limitation, the right to sue any third parties for any past infringement of the General Intellectual Property or otherwise enforce or exploit the General Intellectual Property, the right to renew any registrations within or outside the United States based in whole or in part upon the General Intellectual Property, except as excluded in Section 2.2 of the Asset Purchase Agreement.

3. Warranty of Title. Seller warrants title to the Intellectual Property as set forth in the Asset Purchase Agreement.

4. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including but not limited to Seller's representations, warranties, covenants, agreements and indemnities relating to the Intellectual Property, are incorporated herein by this reference. The Seller acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Further Actions. Each of the parties hereto covenants and agrees to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

6. Miscellaneous.

(a) **Effectiveness.** This Agreement is being entered into in connection with the Asset Purchase Agreement. This Agreement shall become automatically effective without any further action of the parties upon, and only upon, the closing of the transactions as contemplated by the Asset Purchase Agreement. In the event the Closing of the transactions contemplated by the Asset Purchase Agreement is not consummated and the Asset Purchase Agreement is terminated, this Agreement shall become null and void and of no further force and effect.

(b) **Headings.** The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(c) **Governing Law.** This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues; and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, the domestic laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

(d) **Assignability.** Neither the rights nor the obligations of any party to this Agreement may be transferred or assigned, provided that (i) the Purchaser may assign its rights under this Agreement to any affiliate and (ii) Purchaser may assign its interest in this Agreement to any lender providing financing to Purchaser for collateral security purposes. Any other purported assignment of this Agreement or any of the rights and obligations hereunder shall be null, void and of no effect.

(e) **Binding Effect; Third Party Beneficiaries.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and, if applicable, permitted assigns. Each party intends that this Agreement shall not benefit or create any right or cause of action in any Person other than the parties hereto.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original but when taken together shall constitute but one instrument.

(g) **Amendments.** This Agreement may be amended, modified or waived only by a written agreement signed by the Seller and the Purchaser. With regard to any power, remedy or right provided in this Agreement or otherwise available to any party, (i) no waiver or extension of time shall be effective unless expressly contained in a writing signed by the waiving party, (ii) no alteration, modification or impairment shall be implied by reason of any previous waiver, extension of time, delay or omission in exercise or other indulgence, and (iii) waiver by any party of the time for performance of any act or condition hereunder does not constitute a waiver of the act or condition itself.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

SELLER:

HugeCity, LLC,

By: 
Its: President and Manager

PURCHASER:

Time Out America LLC,

By: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment as of the date first above written.

SELLER:

HugeCity, LLC.

By: _____
Its: President and Manager

PURCHASER:

Time Out America LLC.

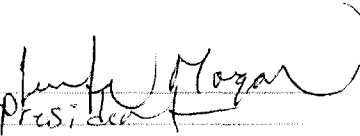
By: 
Its: President

Exhibit A

INTELLECTUAL PROPERTY

TRADEMARK-RELATED INTELLECTUAL PROPERTY

U.S. Trademarks		
<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
HUGE city	4249930	November 27, 2012

GENERAL INTELLECTUAL PROPERTY

UNITED STATES COPYRIGHTS:

None.

Domain Names:

1. hugecity.biz
2. hugecity.co
3. huge-city.com
4. hugecity.info
5. hugecity.me
6. hugecity.mobi
7. hugecity.net
8. hugecity.org
9. hugecity.us
10. hugecitymail.com

Issued, Abandoned and Expired Patents in the United States:

None.