

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM312225

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Greenspring Media Group Inc.		07/29/2013	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	Greenspring Media, LLC		
Street Address:	13231 23 Mile Road		
City:	Shelby Township		
State/Country:	MICHIGAN		
Postal Code:	48315		
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3787064	DRINKS	
Registration Number:	3081093	LUXURY HOME TOUR	
Registration Number:	3491290	LUXURY HOME TOUR	
Registration Number:	3042481	MIDWEST HOME	
Registration Number:	3869415	MIDWEST HOME SHOW	
Registration Number:	2016713	MIDWEST TRAVELER	
Registration Number:	4195165	MINNESOTA MONTHLY GRILL FEST	
Registration Number:	3681286	MINNESOTA MONTHLY FOOD & WINE EXPERIENCE	
Registration Number:	3672758	OFFICIAL VISITORS GUIDE TO THE TWIN CITI	
Registration Number:	4018584	REAL FOOD	
Registration Number:	4520117	RSVP MN	
Registration Number:	2098793	TWIN CITIES FOOD & WINE EXPERIENCE	
Registration Number:	3343705	TWIN CITIES LIVING	
CORRESPONDENCE DATA			
Fax Number:	2486410270		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	248-641-1600		
Email:	troydocketing@hdp.com, palanglois@hdp.com		
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.		
TRADEMARK			

CH \$340.00 3787064

Address Line 1: 5445 Corporate Drive
Address Line 2: Suite 200
Address Line 4: Troy, MICHIGAN 48098

NAME OF SUBMITTER: Geoffrey D. Aurini

SIGNATURE: /Geoffrey D. Aurini/

DATE SIGNED: 07/29/2014

Total Attachments: 10

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”) is made and entered into as of July 29, 2013 (the “**Effective Date**”), by and among Greenspring Media Group Inc., a Minnesota corporation (“**Assignor**”), and Hour Acquisition Group, LLC, a Michigan limited liability company (“**Assignee**”). Assignor and Assignee collectively are referred to as the “**Parties**” in this Assignment.

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 29, 2013 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, certain assets of Assignor (the “**Purchased Assets**”), including, without limitation, all of Assignor’s right, title and interest in and to the trademarks set forth on Schedule A (the “**Trademarks**”).

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to execute such instruments as may be reasonable, necessary or desirable in order to consummate or implement expeditiously the Contemplated Transactions, and has agreed to execute and deliver this Assignment, for recording with governmental authorities, including, but not limited to, the U.S. Patent and Trademark Office.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** For and in consideration of the purchase price set forth in the Purchase Agreement and other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, sells and conveys to Assignee all right, title and interest in and to the Trademarks. Assignor further waives all claims it has to the Trademarks, and agrees to cease all use of the Trademarks.
2. **Further Assurances.** Assignor shall assist Assignee in every proper way to evidence, record and perfect the foregoing assignment of the Trademarks to Assignee.
3. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including but not limited to Assignor’s representations, warranties, covenants, agreements and indemnities relating to the Trademarks are incorporated herein by reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
4. **Applicable Law; Jurisdiction.** This Assignment shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect

to the principles of conflicts of law. Any suit, action or proceeding between the Parties relating to this Assignment or to any agreement, document or instrument delivered pursuant hereto or in connection with the transactions contemplated hereby or in any other manner arising out of or relating to the transactions contemplated by or referenced in this Assignment shall be commenced and maintained exclusively in courts having sites within the City of Minneapolis, State of Minnesota. The Parties submit themselves unconditionally and irrevocably to the personal jurisdiction of such courts, as applicable. The Parties hereto irrevocably waive any objection to such personal jurisdiction or venue, including, but not limited to, the objection that any suit, action or proceeding has been brought in an inconvenient forum.

5. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same original instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

ASSIGNEE

GREENSPRING MEDIA GROUP INC.

HOUR ACQUISITION GROUP, LLC

By: Stewart R Fox

By: John Balardo

Name: Stewart R Fox

Name: John Balardo

Title: President

Title: President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Trademarks

<u>TRADEMARK</u>	<u>REG TYPE/ LOCATION (Fed/MN)</u>	<u>REG # (Fed); File # (MN)</u>
1. Charlotte Luxury Home Tour (event & publication)	Supplemental/Fed	3374576
2. Chicago Living (publication)	Principal/Fed	3204423
3. Chicago Luxury Home Tour (magazine)	Principal/Fed	3204825
4. Downtown Health Series	MN	2121954-3
5. Drinks	Principal/Fed	3787064
6. Fall Home & Garden Show	MN	2604760-2
7. Fresh Taste Festival (event)	Principal/Fed	3513627
8. Girls' Night Out (federal registration abandoned)	MN	1828723-2
9. Greater Naples Luxury Tour (publication)	Supplemental/Fed	3358235
10. Greater Naples Luxury Tour (event)	Supplemental/Fed	3383640
11. Greater Tampa Bay Luxury Home Tour (publication & event)	Supplemental/Fed	3266548
12. Indianapolis Luxury Home Tour (event)	Supplemental/Fed	3383639
13. Indianapolis Luxury Home Tour (publication)	Supplemental/Fed	3354637
14. Luxury Home Tour (publication)	Principal/Fed	3081093
15. Luxury Home Tour (physical tour)	Principal/Fed	3491290
16. Meetings: Minnesota's Hospitality Journal	Principal/Fed	3343186
17. Midwest Home (magazine)	Principal/Fed	3042481
18. Midwest Home Chicago (magazine)	Principal/Fed	3198317
19. Midwest Home Show	Principal/Fed	3869415
20. Midwest Traveler	Principal/Fed	2016713
21. Minnesota Monthly	Principal/Fed	1667603
22. Minnesota Monthly Grill Fest	Principal/Fed	4195165
23. Minnesota Monthly Food & Wine Experience	Principal/Fed	3681286
24. Official Visitor's Guide to the Twin Cities Area	Principal/Fed	3672758
25. Phoenix Luxury Home Tour (event & publication)	Supplemental/Fed	3270536
26. Real Estate Showcase	MN	14578
27. Real Food	Principal/Fed	4018584
28. RSVP MN (Application Pending)	Fed	Application # 85841924
29. Southwest Florida Luxury Home Tour (event & publication)	Supplemental/Fed	3447177
30. St. Louis Living (publication)	Principal/Fed	3183288
31. Twin Cities Food & Wine Experience (event)	Principal/Fed	2098793
32. Twin Cities Fresh Taste Festival (event)	Principal/Fed	3513626
33. Twin Cities Living (magazine)	Principal/Fed	3343705
34. Twin Cities Taste	Principal/Fed	2816910
35. Women's Health Symposium	MN	2121954-2

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORG.

for

GREENSPRING MEDIA, LLC

ID NUMBER: E2528P

received by facsimile transmission on July 31, 2013 is hereby endorsed

Filed on July 31, 2013 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 31ST day of July, 2013.



Director

Bureau of Commercial Services

CSCL/CD-715 (Rev. 02/13)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU		
Date Received	(FOR BUREAU USE ONLY)	
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
Name Michele C. Walker		
Address Plunkett Cooney, 38505 Woodward Ave., Suite 2000		
City Bloomfield Hills	State MI	ZIP Code 48304
EFFECTIVE DATE:		

Document will be returned to the name and address you enter above. If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION
For use by Limited Liability Companies
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Certificate of Amendment:

1. The present name of the limited liability company is:
Hour Acquisition Group, LLC

2. The identification number assigned by the Bureau is: E2528P

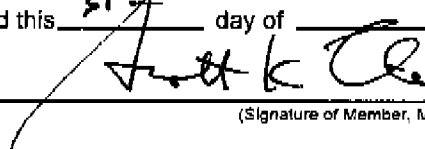
3. The date of filing the original Articles of Organization was: July 10, 2013

4. Article 1 of the Articles of Organization is hereby amended to read as follows:
The name of the limited liability company is: Greenspring Media, LLC

5. The amendment was approved by a majority in interest if an operating agreement authorizes amendment of the articles of organization by majority vote.
 The amendment was approved by unanimous vote of all the members entitled to vote.

This document is hereby signed as required by Section 103 of the Act.

Signed this 31st day of July 2013

By 
(Signature of Member, Manager, or Authorized Agent)

Scott K. Lites, Authorized Agent
(Type or Print Name and Capacity)

07/31/2013 9:09AM (GMT-04:00)

TRADEMARK