

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350393

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stephens Media, LLC		03/18/2015	LIMITED LIABILITY COMPANY: NEVADA
Stephens Media Iowa, LLC		03/18/2015	LIMITED LIABILITY COMPANY: IOWA
Stephens Media Intellectual Property, LLC		03/18/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	DB Acquisition, Inc.		
Street Address:	175 Sully's Trail, 3rd Floor		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 35			
Property Type	Number	Word Mark	
Registration Number:	2519098	THE BEST OF LAS VEGAS	
Registration Number:	2572556	BEST OF LAS VEGAS	
Registration Number:	2410131	THE BEST OF LAS VEGAS	
Registration Number:	2410130	BEST OF LAS VEGAS	
Registration Number:	2410129	BEST OF LAS VEGAS	
Registration Number:	2818901	CERCA DISCOVERING THE NATURAL BEAUTY NEA	
Registration Number:	2713399	CERCA DISCOVERING THE NATURAL BEAUTY NEA	
Registration Number:	2865777	GAMINGWIRE	
Registration Number:	2590573	LAS VEGAS REVIEW-JOURNAL	
Registration Number:	2569317	LAS VEGAS REVIEW-JOURNAL	
Registration Number:	3429095	LUXURY LAS VEGAS	
Registration Number:	3429094	LUXURY LAS VEGAS	
Registration Number:	2578316	NEON	
Registration Number:	2467832	NEON	
Registration Number:	2348185	NIFTY NICKEL	

CH \$890.00 2519098

Property Type	Number	Word Mark
Registration Number:	0856580	NIFTY NICKEL
Registration Number:	2876308	PINE BLUFF COMMERCIAL
Registration Number:	2612693	THE COURIER-TRIBUNE
Registration Number:	3881786	VERTICAL LIVING
Registration Number:	3336458	REBEL NATION
Registration Number:	2965207	TONOPAH TIMES-BONANZA
Registration Number:	3769596	BOULDER CITY REVIEW
Registration Number:	2580998	LASVEGAS REVIEW-JOURNAL
Registration Number:	2829167	LASVEGAS.COM
Registration Number:	2555887	LAS VEGAS REVIEW-JOURNAL
Registration Number:	4466264	B
Registration Number:	4260158	MAUMELLE MONITOR
Registration Number:	3660798	BARTLESVILLE EXAMINER-ENTERPRISE
Serial Number:	85648710	NEON
Serial Number:	86310567	BEST OF TEXOMA
Serial Number:	86310590	BEST OF TEXOMA
Serial Number:	86310644	HERALD DEMOCRAT'S BEST OF TEXOMA
Serial Number:	86310661	HERALD DEMOCRAT'S BEST OF TEXOMA
Serial Number:	86310487	AD US
Serial Number:	86310534	AD US

CORRESPONDENCE DATA

Fax Number: 2165669711

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.

Phone: 2165669700

Email: docketing@rankinhill.com

Correspondent Name: Rankin, Hill & Clark LLP

Address Line 1: 38210 Glenn Avenue

Address Line 4: Willoughby, OHIO 44094-7808

ATTORNEY DOCKET NUMBER:	GHM-39961
NAME OF SUBMITTER:	Stephen A. Hill
SIGNATURE:	/stephen a hill/
DATE SIGNED:	08/05/2015

Total Attachments: 6
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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment Agreement") is made and entered into as of March ¹⁸, 2015, by and among the entities listed on the signature pages hereto as Assignors (collectively, the "Assignors") and DB Acquisition, Inc., a Delaware corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 19, 2015 (the "Purchase Agreement"), pursuant to which Assignors have agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, their entire right, title and interest in and to all trademarks, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by Assignors and Related to the Business, including those specified on Exhibit A hereto (collectively, the "Assigned Trademarks").

NOW, THEREFORE, for valuable consideration furnished by Assignee to Assignors, the receipt and sufficiency of which is hereby acknowledged, Assignors and Assignee hereby agree that the above recitals are incorporated herein by this reference and as follows:

1. Assignors shall assign, transfer, sell and convey, and confirm that they have assigned, transferred, sold and conveyed to Assignee their entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Assignors authorize and request the Commissioner of Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title, and interest therein or otherwise as Assignee may direct and, at Assignee's cost, to record and register this Assignment Agreement upon request by Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. Assignors shall, at Assignee's cost, take such reasonable steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.
3. Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.

4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree 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.
5. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
6. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment Agreement as of the date first written above.

ASSIGNORS:

STEPHENS MEDIA, LLC

By: [Signature]
Name: Mark A. Hummer
Title: Vice President

STEPHENS MEDIA IOWA, LLC

By: [Signature]
Name: Mark A. Hummer
Title: Vice President

STEPHENS MEDIA INTELLECTUAL
PROPERTY, LLC

By: [Signature]
Name: Mark A. Hummer
Title: Vice President

ASSIGNEE:

DB ACQUISITION, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment Agreement as of the date first written above.

ASSIGNORS:

STEPHENS MEDIA, LLC

By: _____
Name:
Title:

STEPHENS MEDIA IOWA, LLC

By: _____
Name:
Title:

STEPHENS MEDIA INTELLECTUAL
PROPERTY, LLC

By: _____
Name:
Title:

ASSIGNEE:

DB ACQUISITION, INC.

By: MM
Name: Mark Maring
Title: V.P., Treasurer

Signature Page to Assignment of Trademarks

EXHIBIT A

TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Jurisdiction	Filing Date/ Application No.	Registration Date/ Registration No.
The Best of Las Vegas and Design – 16	United States	May 24, 1999 / 75/712209	December 18, 2001 / 2519098
Best of Las Vegas – 16	United States	May 24, 1999 / 75/712210	May 28, 2002 / 2572556
The Best of Las Vegas and Design – 16	United States	May 24, 1999 / 75/712208	December 5, 2000 / 2410131
Best of Las Vegas – 42	United States	May 24, 1999 / 75/712207	December 5, 2000 / 2410130
Best of Las Vegas – 35	United States	May 24, 1999 / 75/712206	December 5, 2000 / 2410129
Cerca Discovering the Natural Beauty Near Las Vegas & Design – 16	United States	July 18, 2002 / 76/431818	March 2, 2004 / 2818901
Cerca Discovering the Natural Beauty Near Las Vegas & Design – 41	United States	July 18, 2002 / 76/431817	May 6, 2003 / 2713399
Gamingwire – 42	United States	July 9, 2001 / 76/281543	July 20, 2004 / 2865777
Las Vegas Review-Journal – 16	United States	June 23, 2000 / 76/076499	July 9, 2002 / 2590573
Las Vegas Review-Journal – 42	United States	June 23, 2000 / 76/076476	May 14, 2002 / 2569317
Luxury Las Vegas (Stylized) – 16	United States	February 8, 2007 / 76/672415	May 20, 2008 / 3429095
Luxury Las Vegas (Stylized) – 16	United States	February 8, 2007 / 76/672414	May 20, 2008 / 3429094
Neon (Stylized) – 42	United States	July 9, 2001 / 76/281544	June 11, 2002 / 2578316 (Cancelled)
Neon – 16	United States	June 23, 2000 / 76/076480	July 10, 2001 / 2467832
Nifty Nickel – 42	United States	September 9, 1998 / 75/547038	May 9, 2000 / 2348185
Nifty Nickel – 16	United States	July 27, 1967 / 72/276956	September 10, 1968 / 856580
Pine Bluff Commercial – 16	United States	February 7, 2003 / 76/488282	August 24, 2004 / 2876308
The Courier-Tribune – 16	United States	November 29, 2001 / 76/345508	August 27, 2002 / 2612693
Vertical Living – 16	United States	September 9, 2004 / 76/611522	November 23, 2010 / 3881786
Rebel Nation – 16	United States	September 6, 2005 / 78/707607	November 13, 2007 / 3336458

Tonopah Times-Bonanza - 16	United States	May 6, 2004 / 78/414497	July 5, 2005 / 2965207
Boulder City Review - 16	United States	October 22, 2009 / 77/854904	March 30, 2010 / 3769596
Las Vegas Review-Journal (Stylized) - 42	United States	June 23, 2000 / 76/076477	June 18, 2002 / 2580998
Lasvegas.com - 39	United States	March 28, 2002 / 76/389399	April 6, 2004 / 2829167
Las Vegas Review - Journal (Stylized) - 16	United States	July 9, 2001 / 76/281549	April 2, 2002 / 2555887
B - 16	United States	June 10, 2013 / 85/955703	October 29, 2013 / 4466264
Maumelle Monitor - 16	United States	October 12, 2011 / 85/445478	December 18, 2012 / 4260158
Bartlesville Examiner- Enterprise - 16	United States	January 23, 2009 / 77/655668	July 28, 2009 / 3660798
Neon - 42	United States	June 11, 2012 / 85/648710	Suspended
Best of Texoma - 16	United States	June 16, 2014 / 86/310567	Pending
Best of Texoma - 35	United States	June 16, 2014 / 86/310590	Pending
Herald Democrat's Best of Texoma & Design - 16	United States	June 16, 2014 / 86/310644	Pending
Herald Democrat's Best of Texoma & Design - 35	United States	June 16, 2014 / 86/310661	Pending
Ad US - 35	United States	June 16, 2014 / 86/310487	Pending
Ad US & Design - 35	United States	June 16, 2014 / 86/310534	Pending

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