

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRTUAL COMMUNITIES, INC.		04/30/2015	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	HEARST NEWSPAPERS II, LLC		
Street Address:	300 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4767488	SOUTHEAST TEXAS COM	
CORRESPONDENCE DATA			
Fax Number:	6462802022		
<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:	2126492022		
Email:	trademarks@hearst.com		
Correspondent Name:	Maureen Sheehan		
Address Line 1:	300 West 57th Street		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	12935 SOUTHEAST TEXAS COM		
NAME OF SUBMITTER:	Karolyn L. Richter		
SIGNATURE:	/Karolyn L. Richter/		
DATE SIGNED:	08/21/2015		
Total Attachments: 3			
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CH \$40.00 4767488

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), dated as of April 30, 2015, is by and between Virtual Communities, Inc., a Texas corporation ("Assignor") and Hearst Newspapers II, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given them in the Asset Purchase Agreement, dated as of April 30, 2015, by and among the Assignor, the Assignee and the other parties thereto (the "Purchase Agreement").

WHEREAS, the Assignor is the owner of the entire right, title and interest in, to and under the Intellectual Property, including the trademarks, service marks, trade dress, logos, trade names, fictitious names, assumed names and registrations and applications identified and set forth on Schedule A hereto (collectively, the "Trademarks");

WHEREAS, pursuant to the Purchase Agreement, the Assignee has agreed to purchase the Purchased Assets, including without limitation, all of the Assignor's right, title and interest in, to and under the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns, sells, transfers, grants and conveys to the Assignee, its successors and assigns all of its right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks, including all rights therein provided by international conventions and treaties, and including, without limitation, the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present or future infringement thereof.

2. Further Assurances.

(a) Within fifteen days after the execution of this Assignment, the Assignor shall deliver to the Assignee all documents and information reasonably necessary to commence or complete the prosecution of the Trademarks in the United States Patent and Trademark Office and shall provide reasonable assistance necessary for the same.

(b) The Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to permit the Assignee to record and perfect the interest of the Assignee in, to and under the Trademarks and shall not enter into any agreement in conflict with this Assignment.

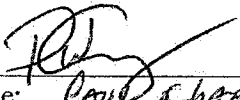
(c) The Assignor authorizes and requests the United States Patent and Trademark Office and or head of any state or foreign Trademark Office to issue all trademark or service mark registrations that may issue on an application for any trademark or service mark or a portion thereof to the Assignee, its successors and assigns, in accordance with this Assignment.

3. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law.

4. Counterparts. This Assignment may be executed in any number of counterparts, all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the Assignor has caused to be executed this Assignment as of the date first above written.

VIRTUAL COMMUNITIES, INC.

By: 
Name: PAUL CHARQOIS
Title: PRESIDENT

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005604 FRAME: 0501

SCHEDULE A

TRADEMARKS

Trademark for SoutheastTexas.com with oil derrick logo – Application No. 86/374,298 for registration currently pending with the U.S. Patent and Trademark Office.

