

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447279

|                                   |  |                             |                              |
|-----------------------------------|--|-----------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT                                     |                             |                              |
| <b>NATURE OF CONVEYANCE:</b>      | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                             |                              |
| <b>CONVEYING PARTY DATA</b>       |  |                             |                              |
| <b>Name</b>                       | <b>Formerly</b>                                    | <b>Execution Date</b>       | <b>Entity Type</b>           |
| EMMIS PUBLISHING, L.P.            |  | 02/28/2017                  | Limited Partnership: INDIANA |
| <b>RECEIVING PARTY DATA</b>       |  |                             |                              |
| <b>Name:</b>                      | HOUR MEDIA GROUP, LLC                              |                             |                              |
| <b>Street Address:</b>            | 5750 New King Highway                              |                             |                              |
| <b>Internal Address:</b>          | Suite 100  |                             |                              |
| <b>City:</b>                      | Troy   |                             |                              |
| <b>State/Country:</b>             | MICHIGAN   |                             |                              |
| <b>Postal Code:</b>               | 48098  |                             |                              |
| <b>Entity Type:</b>               | Limited Liability Company: MICHIGAN                |                             |                              |
| <b>PROPERTY NUMBERS Total: 33</b> |  |                             |                              |
| <b>Property Type</b>              | <b>Number</b>                                      | <b>Word Mark</b>            |                              |
| <b>Registration Number:</b>       | 1251117  | ATLANTA                     |                              |
| <b>Registration Number:</b>       | 4183428  | ATLANTA                     |                              |
| <b>Registration Number:</b>       | 2083254  | ATLANTA MAGAZINE            |                              |
| <b>Registration Number:</b>       | 4186877  | ATLANTA MAGAZINE            |                              |
| <b>Registration Number:</b>       | 4749725  | ATLANTA MAGAZINE'S HOME     |                              |
| <b>Registration Number:</b>       | 1251118  | ATLANTA                     |                              |
| <b>Registration Number:</b>       | 3419235  | ATLANTA WEDDINGS            |                              |
| <b>Registration Number:</b>       | 4933574  | HIDDEN ATLANTA              |                              |
| <b>Registration Number:</b>       | 4084798  | LIFE QUEST                  |                              |
| <b>Registration Number:</b>       | 2928909  | CINCINNATI                  |                              |
| <b>Registration Number:</b>       | 2211138  | CINCINNATI MAGAZINE         |                              |
| <b>Registration Number:</b>       | 2967207  | CINCINNATI WEDDING          |                              |
| <b>Registration Number:</b>       | 4699893  | FORKOPOLIS                  |                              |
| <b>Registration Number:</b>       | 4745187  | HIGH SPIRITS                |                              |
| <b>Registration Number:</b>       | 4819904  | NUXHALL WAY                 |                              |
| <b>Registration Number:</b>       | 4082548  | THE BABY GUIDE AND KIDS TOO |                              |
| <b>Registration Number:</b>       | 2053510  | BEST OF LA                  |                              |
| <b>Registration Number:</b>       | 1835407  | BEST OF LA                  |                              |

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| Property Type        | Number   | Word Mark            |
|----------------------|----------|----------------------|
| Registration Number: | 4694736  | BEST OF LA           |
| Registration Number: | 2864807  | BUZZ                 |
| Registration Number: | 2257898  | LA MAGAZINE          |
| Registration Number: | 2054150  | L.A. STYLE           |
| Registration Number: | 2009987  | LOS ANGELES          |
| Registration Number: | 3282211  | LOS ANGELES          |
| Registration Number: | 3099113  | LOS ANGELES WEDDINGS |
| Registration Number: | 4789096  | SECRET L.A.          |
| Registration Number: | 4887062  | SECRET L.A.          |
| Registration Number: | 2291770  | STREET SMART         |
| Serial Number:       | 87255392 | DOWNTOWN LIVING      |
| Serial Number:       | 86797463 | 52 GREAT WEEKENDS    |
| Serial Number:       | 86797466 | 52 GREAT SATURDAYS   |
| Serial Number:       | 86508750 | FOODR                |
| Serial Number:       | 86477755 | HIDDEN ATL           |

**CORRESPONDENCE DATA**

**Fax Number:** 2486410270

*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:** 248-641-1600

**Email:** troymailroom@hdp.com, palanglois@hdp.com

**Correspondent Name:** Harness, Dickey & Pierce, P.L.C.

**Address Line 1:** 5445 Corporate Drive

**Address Line 2:** Suite 20

**Address Line 4:** Troy, MICHIGAN 48098

|                           |                      |
|---------------------------|----------------------|
| <b>NAME OF SUBMITTER:</b> | Geoffrey D. Aurini   |
| <b>SIGNATURE:</b>         | /Geoffrey D. Aurini/ |
| <b>DATE SIGNED:</b>       | 10/16/2017           |

**Total Attachments: 7**

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated as of February 28, 2017, is made by EMMIS PUBLISHING, L.P., an Indiana limited partnership, located at One Emmis Plaza, 40 Monument Circle, Indianapolis, Indiana 46204 (“**Seller**”), and HOUR MEDIA GROUP, LLC, a Michigan limited liability company, located at 5750 New King Highway, Suite 100, Troy, Michigan 49098 (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, Los Angeles Magazine Holding Company, Inc., an Indiana corporation, and Orange Coast Kommunications, Inc., a Delaware corporation, jointly and severally, dated as of February 23, 2017 (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and any corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts and assumes, all of Seller’s right, title, and interest in and to the following (the “**Assigned Trademarks**”), including all common law rights, free and clear of all liens, claims encumbrances except Permitted Liens (as defined in the Asset Purchase Agreement), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:

(a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof; provided that, with respect to any United States intent-to-use trademark applications set forth on Schedule 1 hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, 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. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer. Following the date hereof, the parties shall take such steps as may be reasonably necessary to effect the assignment and assumption of the Assigned Trademarks to Buyer.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Trademark Assignment is made under and subject to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. 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 subject to the limitations 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.

4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

5. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the date first written above.

"SELLER"

EMMIS PUBLISHING, L.P.

By: EMMIS OPERATING COMPANY, its  
General Partner

By:   
Its: Scott D. Wright  
Executive Vice President

AGREED TO AND ACCEPTED BY: "BUYER"


HOUR MEDIA GROUP, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT AGREEMENT]

AGREED TO AND ACCEPTED BY: "BUYER"

HOUR MEDIA GROUP, LLC

By:   
Name: PAUL F. RHODES  
Its: Authorized officer

## SCHEDULE 1

### Assigned Trademarks

#### Atlanta Magazine

|                              |         |           |
|------------------------------|---------|-----------|
| Atlanta (Class 16)           | US      | 1,251,117 |
| Atlanta (Class 41)           | US      | 4,183,428 |
| Atlanta Magazine (Class 16)  | US      | 2,083,254 |
| Atlanta Magazine (Class 9)   | US      | 4,186,877 |
| Atlanta Magazine's Home      | US      | 4,749,725 |
| ATLANTA Stylized             | US      | 1,251,118 |
| Atlanta Weddings             | US      | 3,419,235 |
| Best of Atlanta (Class 3)    | Georgia | S-16656   |
| Best of Atlanta (Class 8)    | Georgia | S-27778   |
| Best of Atlanta (Class 38)   | Georgia | T-27779   |
| Final Fork                   | Georgia | S-26673   |
| Groundbreakers (Class 2)     | Georgia | S-27897   |
| Groundbreakers (Class 38)    | Georgia | T-27898   |
| Hidden Atlanta               | US      | 4,933,574 |
| Hidden Atlanta (Class 38)    | Georgia | T-27892   |
| Hidden Atlanta (Class 21)    | Georgia | T-27891   |
| Life Quest                   | US      | 4,084,798 |
| Style & Substance (Class 38) | Georgia | T-27623   |
| Style & Substance (Class 21) | Georgia | T-27624   |

#### Cincinnati Magazine

|                     |    |           |
|---------------------|----|-----------|
| Cincinnati          | US | 2,928,909 |
| Cincinnati Magazine | US | 2,211,138 |

|                             |    |           |
|-----------------------------|----|-----------|
| Cincinnati Wedding          | US | 2,967,207 |
| Forkopolis                  | US | 4,699,893 |
| High Spirits                | US | 4,745,187 |
| Nuxhall Way                 | US | 4,819,904 |
| The Baby Guide and Kids Too | US | 4,082,548 |

**Los Angeles Magazine**

|                            |            |                           |
|----------------------------|------------|---------------------------|
| Ask Chris (Class 16)       | California | 114394                    |
| Ask Chris (Class 41)       | California | 67057                     |
| Best of LA (Class 35)      | US         | 2,053,510                 |
| Best of LA (Class 16)      | US         | 1,835,407                 |
| Best of LA (Class 9)       | US         | 4,694,736                 |
| Buzz                       | US         | 2,864,807                 |
| Citythink (Class 41)       | California | 69200                     |
| Citythink (Classes 9, 16)  | California | 115410                    |
| Downtown Living (Class 16) | US         | Intent to use application |
| Downtown Living (Class 41) | US         | Intent to use application |
| LA Magazine                | US         | 2,257,898                 |
| L.A. Style                 | US         | 2,054,150                 |
| Liquid L.A. (words)        | California | 115554                    |
| Liquid L.A. (logo)         | California | 115553                    |
| Los Angeles                | US         | 2,009,987                 |
| Los Angeles (Stylized)     | US         | 3,282,211                 |
| Los Angeles Weddings       | US         | 3,099,113                 |
| Perfect L.A.               | California | 115546                    |
| Secret L.A. (Class 9)      | US         | 4,789,096                 |



|                        |    |           |
|------------------------|----|-----------|
| Secret L.A. (Class 16) | US | 4,887,062 |
| Street Smart           | US | 2,291,770 |

And to the extent pending and assignable the following applications:

|   | Serial Number | Reg. Number | Word Mark          | Check Status | Live/Dead |
|---|---------------|-------------|--------------------|--------------|-----------|
| 1 | 87255392      |             | DOWNTOWN LIVING    | TSDR         | LIVE      |
| 2 | 86797463      |             | 52 GREAT WEEKENDS  | TSDR         | LIVE      |
| 3 | 86797466      |             | 52 GREAT SATURDAYS | TSDR         | LIVE      |
| 4 | 86508750      |             | FOODR              | TSDR         | LIVE      |
| 5 | 86477755      |             | HIDDEN ATL         | TSDR         | LIVE      |

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