

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOURL MEDIA GROUP, LLC		03/01/2017	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	ATLANTA MAGAZINE, LLC		
Street Address:	5750 New King Drive		
Internal Address:	Suite 100		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48098		
Entity Type:	Limited Liability Company: GEORGIA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1251117	ATLANTA	
Registration Number:	4183428	ATLANTA	
Registration Number:	2083254	ATLANTA MAGAZINE	
Registration Number:	4186877	ATLANTA MAGAZINE	
Registration Number:	4749725	ATLANTA MAGAZINE'S HOME	
Registration Number:	1251118	ATLANTA	
Registration Number:	3419235	ATLANTA WEDDINGS	
Registration Number:	4933574	HIDDEN ATLANTA	
Registration Number:	4084798	LIFE QUEST	
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:	troymailroom@hdp.com, palanglois@hdp.com		
Correspondent Name:	Harness, Dickey & Pierce, P.L.C.		
Address Line 1:	5445 Corporate Drive		
Address Line 2:	Suite 200		

CH \$240.00 1251117

Address Line 4:	Troy, MICHIGAN 48098
NAME OF SUBMITTER:	Geoffrey D. Aurini
SIGNATURE:	/Geoffrey D. Aurini/
DATE SIGNED:	10/17/2017
Total Attachments: 3 source=TM Assignment from Hour Media Group_ LLC to Atlanta Magazine_ LLC#page1.tif source=TM Assignment from Hour Media Group_ LLC to Atlanta Magazine_ LLC#page2.tif source=TM Assignment from Hour Media Group_ LLC to Atlanta Magazine_ LLC#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), dated effective as of March 1, 2017 (“**Effective Date**”), is made by HOUR MEDIA GROUP, LLC, a Michigan limited liability company (“**Seller**”), and ATLANTA MAGAZINE, LLC, a Georgia limited liability company (“**Buyer**”).

WHEREAS, 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, 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, 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. 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.

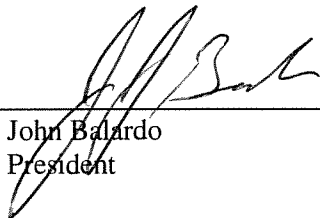
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. 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 Michigan, without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

IN WITNESS WHEREOF, Seller has duly executed and delivered this Trademark Assignment as of the Effective Date.

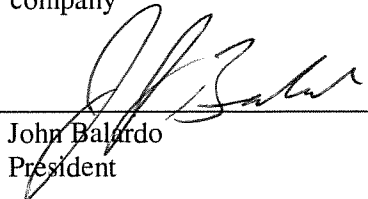
SELLER:

HOUR MEDIA GROUP, LLC, a Michigan limited liability group

By: 
John Balardo
Its: President

AGREED TO AND ACCEPTED BY: BUYER:

ATLANTA MAGAZINE, LLC, a Georgia limited liability company

By: 
John Balardo
Its: President

**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

Open.23127.32261.18144003-2