

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447502

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HOUR MEDIA GROUP, LLC		03/01/2017	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	LOS ANGELES 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: CALIFORNIA		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2053510	BEST OF LA	
Registration Number:	1835407	BEST OF LA	
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	

CH \$440.00 2053510

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

NAME OF SUBMITTER:	Geoffrey D. Aurini
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SIGNATURE:	/Geoffrey D. Aurini/
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DATE SIGNED:	10/17/2017
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Total Attachments: 4

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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 LOS ANGELES MAGAZINE, LLC, a California 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.

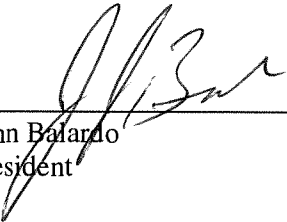
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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.

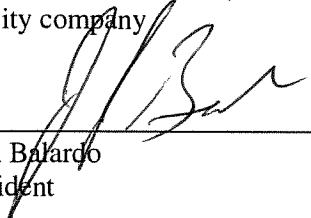
SELLER:

HOOR MEDIA GROUP, LLC, a Michigan limited liability company

By: 
John Balardo
Its: President

AGREED TO AND ACCEPTED BY: BUYER:

LOS ANGELES MAGAZINE, LLC, a California limited liability company

By: 
John Balardo
Its: President

**SCHEDULE 1
Assigned Trademarks**

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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