

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM447501

<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>
HOUR MEDIA GROUP, LLC		03/01/2017	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CINCINNATI MEDIA, LLC		
<b>Street Address:</b>	5750 New King Drive		
<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: OHIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<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>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	248-641-1600		
<b>Email:</b>	troymailroom@hdp.com, palanglois@hdp.com		
<b>Correspondent Name:</b>	Harness, Dickey & Pierce, P.L.C.		
<b>Address Line 1:</b>	5445 Corporate Drive		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Troy, MICHIGAN 48098		
<b>NAME OF SUBMITTER:</b>	Geoffrey D. Aurini		

CH \$190.00 2928909

<b>SIGNATURE:</b>	/Geoffrey D. Aurini/
<b>DATE SIGNED:</b>	10/17/2017
<b>Total Attachments: 3</b> source=TM Assignment from Hour Media Group_ LLC to Cincinnati Media LLC#page1.tif source=TM Assignment from Hour Media Group_ LLC to Cincinnati Media LLC#page2.tif source=TM Assignment from Hour Media Group_ LLC to Cincinnati Media 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 CINCINNATI MEDIA, LLC, an Ohio 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.

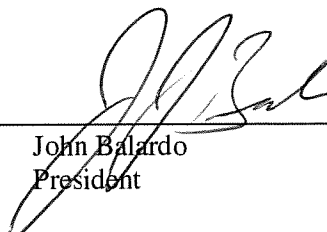
4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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.

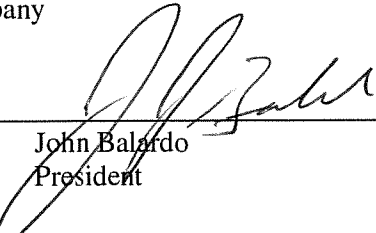
**SELLER:**

**HOURL MEDIA GROUP, LLC**, a Michigan limited liability company

By:   
John Balardo  
Its: President

**AGREED TO AND ACCEPTED BY: BUYER:**

**CINCINNATI MEDIA, LLC**, an Ohio limited liability company

By:   
John Balardo  
Its: President

**SCHEDULE 1  
Assigned Trademarks**

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

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