

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479945

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
City Press Communications, LLC	FORMERLY City Press Publishing, Inc.	05/25/2018	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	FW Publishing, Inc.		
Street Address:	3810 Bedford Avenue, Suite 300		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2297701	BEST OF NASHVILLE	
Registration Number:	2266878	NASHVILLE SCENE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	901-524-5123		
Email:	dhalijan@bpjlaw.com		
Correspondent Name:	Douglas F. Halijan		
Address Line 1:	130 North Court Avenue		
Address Line 4:	Memphis, TENNESSEE 38103		
NAME OF SUBMITTER:	Douglas F. Halijan		
SIGNATURE:	/doug halijan/		
DATE SIGNED:	06/29/2018		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment Agreement**”), dated May 25, 2018, is made by (a) FW Publishing, LLC, a Tennessee limited liability company (“**Assignee**”) and (b) DC Communications, LLC, a Tennessee limited liability company (“**DC**”), City Press Communications, LLC, a Tennessee limited liability company (“**City Press**”), and Nashville Post Communications, LLC, a Tennessee limited liability company (“**NPC**”, and together with DC and City Press, the “**Assignor**”).

WHEREAS, Assignee, City Press and NPC have executed and delivered an Asset Purchase Agreement dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which Assignee has agreed to purchase certain intellectual property, proprietary rights, various domain names, trade names and website assets owned and used by Assignor in its business of the operation of publications in the Nashville, Tennessee market under the names “Nashville Scene”, “Nfocus” and “Nashville Post” and associated websites (the “**Business**”), referred to herein as the Assigned IP, and as further defined below; and

WHEREAS, this IP Assignment Agreement is being executed and delivered in order to effect the transfer to Assignee of the Assigned IP (as defined below); and

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. For the consideration specified in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee and Assignee hereby accepts, all worldwide right, title and interest in and to any trademarks (including all associated goodwill), moral rights, copyright and all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world arising from or relating to the intellectual property used by Assignor in its Business, including, without limitation, the Registered Trademarks, pending applications for registration, and Domain Names identified in Exhibit “A.” (the “**Assigned IP**”), together with 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 any and all claims and causes of action that Assignor may have with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims by Assignor 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. Assignor Warranty and Representation. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Recordation and Further Actions. Assignor 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 Assignee. Assignor agrees to cooperate with Assignee and to execute any further documents as may be requested by Assignee to perfect Assignee's title in the Assigned IP and to assist Assignee in the filing and prosecution of any application for trademark, copyright or patent. To the extent that Assignor has any trademark or copyright applications or registrations, Assignor authorizes and requests any official throughout the world whose duty it is to register and record ownership in intellectual property rights to record Assignee as the assignee of such applications and registrations. To the extent Assignee is unable for any reason to obtain Assignor's cooperation and assistance with respect to the foregoing, Assignor hereby irrevocably appoints Assignee and Assignee's attorneys as Assignor's attorney-in-fact to take all corresponding actions and sign all documents on behalf of Assignor.

4. Counterparts. This IP Assignment Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment Agreement 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 IP Assignment Agreement.

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

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

[Signature page follows.]

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed by Assignee and Assignor, by their duly authorized officers, as of the date set forth above.

ASSIGNEE:

FW Publishing, LLC

By: 

Name: William H. Stearns

Its: Chief Manager

ASSIGNOR:

DC Communications, LLC

By: _____

Name: Robert Mahoney

Its: Chief Financial Officer

City Press Communications, LLC

By: _____

Name: Robert Mahoney

Its: Chief Financial Officer

Nashville Post Communications, LLC

By: _____

Name: Robert Mahoney

Its: Chief Financial Officer

IN WITNESS WHEREOF, this Intellectual Property Assignment Agreement has been executed by Assignee and Assignor, by their duly authorized officers, as of the date set forth above.

ASSIGNEE:

FW Publishing, LLC

By: _____

Name: _____

Its: _____

ASSIGNOR:

DC Communications, LLC

By: Robert Mahoney

Name: Robert Mahoney

Its: Chief Financial Officer

City Press Communications, LLC

By: Robert Mahoney

Name: Robert Mahoney

Its: Chief Financial Officer

Nashville Post Communications, LLC

By: Robert Mahoney

Name: Robert Mahoney

Its: Chief Financial Officer

**EXHIBIT "A"
ASSIGNED IP**

U.S. Trademark Registrations:

Owner	Trademark	Application/Serial No.	Filing Date	Reg. No.	Reg. Date
City Press Communications, LLC	BEST OF NASHVILLE	75/498,969	June 8, 1998	2,297,701	Dec. 7, 1999
City Press Communications, LLC	NASHVILLE SCENE	75/482,427	May 11, 1998	2,266,878	Aug. 3, 1999

Applications for U.S. Trademark Registrations

Owner	Trademark	Application/Serial No.	Filing Date	Reg. No.	Reg. Date
DC Communications, LLC	CRAFTY BASTARDS	87/751,894	Jan. 11, 2018	Pending application	n/a

Tennessee Trademark Registrations:

Owner	Trademark	Tenn. Reg. No.	Reg. Date
City Press Communications, LLC	NASHVILLE SCENE	42,862	Feb. 10, 2010
City Press Communications, LLC	NFOCUS	42,863	Feb. 10, 2010

Domain	Created Date	Expiration Date
BUSINESSTN.COM	8/8/2003	8/8/2018
CITYGUIDENASHVILLE.COM	6/10/2015	6/10/2018
CRAFTYBASTARDS.COM	6/16/2004	6/16/2018
FITNESSCRAWL.COM	5/12/2011	5/12/2019
IRONFORKNASHVILLE.COM	9/27/2011	9/27/2018
MARGARITAFESTIVALNASHVILLE.COM	4/18/2013	4/18/2019
MYSCENEDEALS.COM	1/31/2013	1/31/2019
NASHSCENE.COM	5/3/1995	5/4/2019
NASHVILLECITYPAPER.COM	9/13/2000	9/13/2018
NASHVILLECITYPAPER.NET	7/10/2007	7/10/2018
NASHVILLECREAM.COM	8/15/2006	8/15/2018
NASHVILLEMARGARITAFESTIVAL.COM	4/18/2013	4/18/2020
NASHVILLEPOST.COM	9/13/1999	9/13/2018
NASHVILLEPOST.NET	9/23/1999	9/23/2019
NASHVILLESCENE.COM	6/28/1998	6/27/2019

NFOCUSMAGAZINE.COM	6/5/2002	6/5/2018
NFOCUSNASHVILLE.COM	6/18/2010	6/18/2019
PITHINTHEWIND.COM	1/7/2005	1/7/2019
scenepetparty.com	4/17/2018	4/17/2019
scenephotocontest.com	11/14/2013	11/14/2018
VODKAYONIC.COM	12/10/2013	12/10/2018

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