

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crain Management Services, Inc.		05/12/2009	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Arden Media Company, LLC		
Doing Business As:	DBA RCR Wireless News		
Street Address:	3112 Windsor, Box A349		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78703		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1778916	RCR	
Registration Number:	2575627	RCR WIRELESS NEWS	
CORRESPONDENCE DATA			
Fax Number:	(512)684-0909		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512.795.4540		
Email:	kgill@ardenmediaco.com		
Correspondent Name:	Kin Gill		
Address Line 1:	3112 Windsor, Box A349		
Address Line 4:	Austin, TEXAS 78703		
NAME OF SUBMITTER:	Kin Gill		
Signature:	/Kin Gill/		
Date:	08/18/2009		

OP \$65.00 1778916

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

WHEREAS, Crain Management Services Inc., a Michigan corporation (collectively the "Assignor"), is the owner of certain right, title and interest in and to the trademarks and trademark applications identified on Schedule A attached hereto together with the goodwill related thereto (the "Marks"); and

WHEREAS, Arden Media Company, LLC, a Texas limited liability company (the "Assignee"), is desirous of acquiring the entire right, title and interest of Assignor in and to the Marks and the goodwill of the business in connection with which the aforesaid Marks have been used; and

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement as of the date hereof, pursuant to the terms of which Assignor has assigned all right, title and interest of Assignor in and to the Marks together with the goodwill of the business associated with the Marks to Assignee; and

WHEREAS, Assignor has agreed to execute such additional instruments as may be necessary or desirable to confirm such assignment to Assignee.

NOW THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the entire right, title, and interest of Assignor in and to the Marks, together with the goodwill of the business in connection with which the aforesaid Marks have been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument and all rights to enforce the Marks and collect damages and royalties for past and future infringement.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks to record Assignee as assignee of the entire and exclusive right, title and interest in and to the Marks for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives, to the extent of Assignor's ownership therein.

Assignee shall be solely responsible for preparing and filing all additional documentation (including but not limited to the execution and delivery of any and all affidavits, declarations, oaths, assignments and powers of attorney) as may be required to perfect or record the assignments of the Marks with the United States Patent and Trademark Office. Assignor agrees to provide Assignee cooperation and assistance at Assignee's reasonable request and expense in the implementation or perfection of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed, by its duly authorized officer effective this 12 day of May, 2009.

Crain Management Services Inc

By: William A Morrow
Name: William A. Morrow
Title: Executive Vice President/Operations

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 12 day of May, 2009, before me, a Notary Public in and for said State, personally appeared William A. Morrow, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and a acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Geri L. Dorn
Notary Public
GERI L. DORN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES MAY 1, 2011
ACTING IN COUNTY OF WAYNE

Acknowledged and agreed to by:

Arden Media Company, LLC
By: Kin Gill
Name: Kin Gill
Title: Managing Director

Date: May 12, 2009

Schedule A - the Marks

The federal registered trademark and name "RCR", registration number 1778916, all goodwill appurtenant thereto and all rights or causes of action with regard to past or future infringements thereof.

The federal registered trademark and name "RCR Wireless News", registration number 2575627, all goodwill appurtenant thereto and all rights or causes of action with regard to past or future infringements thereof.