

11/14/2012

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

11-14-12

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103651556

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CL WASHINGTON, INC.

- Individual(s)
- Partnership
- Corporation- State: FLORIDA
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 06/30/2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: DC COMMUNICATIONS, LLC

Street Address: 210 12TH AVE S, SUITE 100

City: NASHVILLE

State: TN

Country: USA Zip: 37203

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship TENNESSEE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)



4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

4,001,493; 3170772; 2650932

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

"Washington City Paper"; "Crafty Bastard"; "Loose Lips"

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: TRACY D. KANE

Internal Address: _____

Street Address: 1310 SIXTH AVE NORTH

City: NASHVILLE

State: TN Zip: 37208

Phone Number: (615) 254-2291

Docket Number: _____

Email Address: TKANE@DODSONPARKER.COM

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$120

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/14/2012 AMULLINS 00300073 4001493

01 FC:8521

Deposit Account Number _____

40.00 UP
50.00 UP

Authorized User Name _____

9. Signature:

Tracy D. Kane
Signature

11/9/2012
Date

Tracy D. Kane
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is executed by CL WASHINGTON, INC., a Florida corporation (the "*Assignor*"), and DC COMMUNICATIONS, LLC, a Tennessee limited liability company (the "*Assignee*"), pursuant to the Asset Purchase Agreement dated as of June 30, 2012, between Assignor, Assignee, CREATIVE LOAFING, INC., a Florida corporation and sole shareholder of Assignor, SOUTHCOMM COMMUNICATIONS, INC., a Tennessee corporation and sole member of Assignee, and SOUTHCOMM, INC., a Tennessee corporation and sole shareholder of SouthComm Communications, Inc. (the "*Purchase Agreement*"), to effect the sale to Assignee of substantially all the assets of Assignor. Assignee and Assignor agree as follows:

1. Defined Terms.

Unless otherwise defined in this Assignment, all capitalized terms that are used in this Assignment have the respective definitions attributed to them in the Purchase Agreement, and those definitions are incorporated by reference in this Assignment.

2. Assignment and Transfer.

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Assignor sells, assigns, and transfers to Assignee, its successors and assigns, absolutely and forever, effective as of the Closing Date, its entire right, title and interest, whether statutory or at common law, in and to the registered trademarks and services marks described below, together with the goodwill symbolized by them. Assignor also sells, assigns, and transfers to Assignee, its successors and assigns, absolutely and forever, effective as of the Closing Date, its entire right, title and interest, whether statutory or at common law, in and to any and all other trademarks, trade names, service marks, trade dress, and intellectual property that are owned by Assignor, and all related registrations and pending applications therefor in the United States of America, its territories and possessions, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (the "*Trademarks*").

1. "Washington City Paper" (service mark) Reg. no. 4,001,493.
2. "Crafty Bastards" (service mark) Reg. no. 3,170,772 (incorrectly registered to CL Chicago, Inc.; assignment to CL Washington, Inc. in process).
3. "Loose Lips" (word mark) Reg. no. 2,650,932 (incorrectly registered to CL Chicago, Inc.; assignment to CL Washington, Inc. in process).

3. Further Assurances.

At any time and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee any new, additional, or confirmatory instrument and any other document necessary to vest in Assignee all of Assignor's right, title, and interest in, to, and under the Trademarks or to enable Assignee to realize or to otherwise enjoy the benefits of the Trademarks or to carry into effect the intent and purposes of this Assignment, so long as the requested confirmatory instrument or other document will not increase or extend any liability or obligation of Assignor contemplated by the Purchase Agreement or impose on Assignor any new or additional liability or obligation.

4. Registration.

Assignee is authorized to file this Assignment and any other documents, certificates, instruments, and registrations with any governmental authority, including specifically the Commissioner of Patents and Trademarks. The Commissioner of Patents and Trademarks is requested to issue the certificates of registration to the Assignee.

5. Miscellaneous.

Except for the Purchase Agreement and the other closing documents executed pursuant to it, this Assignment records the entire understanding between Assignee and Assignor regarding the assignment of the Trademarks and supersedes any previous or contemporaneous Assignment, understanding, or representation, oral or written by either of them. The validity, interpretation, construction, and enforcement of this Assignment are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to the resolution of conflicts with laws of other jurisdictions. This Assignment will become effective as of its stated execution date when it is signed by Assignee and Assignor.

[Signature Page Follows]

EXECUTED: As of June 30, 2012.

ASSIGNEE

DC COMMUNICATIONS, LLC,
a Tennessee limited liability company

By: *Christopher M. Ferrell*
Christopher M. Ferrell, President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, a Notary Public in and for the above jurisdiction, the within named Christopher M. Ferrell, with whom I am personally acquainted (or who was identified to me on the basis of satisfactory evidence), who after being first duly sworn, acknowledged that such person was the President of DC COMMUNICATIONS, LLC, a Tennessee limited liability company, the within named bargainor, and that in such capacity, such person, being authorized so to do, executed the foregoing Trademark Assignment for the purposes therein contained, on behalf of the said DC COMMUNICATIONS, LLC.

Witness my hand and seal, this the 2nd day of July, 2012.

NOTARY PUBLIC: *Falecher Outen* My Commission Expires _____

