### 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
Harborpoint Media, LLC		109/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Halifax Leesburg/Clermont, LLC	
Street Address:	2339 Beville Road	
City:	Daytona Beach	
State/Country:	FLORIDA	
Postal Code:	32119	
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA	

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3084612	THE DAILY COMMERCIAL
Registration Number:	3073572	THE COMMERCIAL PRESS
Registration Number:	4344436	CENTRAL FLORIDA WHEELS.COM
Registration Number:	4382444	CENTRAL FLORIDA WHEELS.COM
Registration Number:	3241490	HARBORPOINT

#### **CORRESPONDENCE DATA**

**Fax Number**: 4142974900

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (407) 244-3254

Email: ipdocketing@foley.com

Correspondent Name: Bruce W. Marin
Address Line 1: Foley & Lardner LLP

Address Line 2: 111 N. Orange Ave., Ste. 1800 Address Line 4: Orlando, FLORIDA 32801

TRADEMARK

REEL: 005198 FRAME: 0372

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ATTORNEY DOCKET NUMBER:	N/A	
NAME OF SUBMITTER:	Jill M. Schenk	
Signature:	/Jill M. Schenk/	
Date:	01/22/2014	
Total Attachments: 3 source=Halifax Leesburg#page1.tif source=Halifax Leesburg#page2.tif source=Halifax Leesburg#page3.tif		

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# ASSIGNMENT OF TRADEMARKS AND TRADEMARK REGISTRATION RIGHTS

WHEREAS, HARBORPOINT MEDIA, LLC, a Delaware limited liability company (the "Company"), is the owner of the trademark applications and registrations set forth on the attached Exhibit A (the "Registrations") for the trademarks (the "Registered Trademarks") listed in the Registrations, and the Company or its predecessor(s) in interest has adopted, has used and is using the Registered Trademarks; and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of September 30, 2013 (the "Purchase Agreement"), by and among HALIFAX MEDIA GROUP, LLC, a Florida limited liability company, HALIFAX SEBRING, LLC, a Florida limited liability company, HALIFAX LEESBURG/CLERMONT, LLC, a Florida limited liability company ("Halifax Leesburg/Clermont"), RPS EAST MAIN STREET LEESBURG PROPERTY, LLC, a Florida limited liability company, SANDLER PUBLISHING HOLDINGS, LLC, a Delaware limited liability company, and the Company, Halifax Leesburg/Clermont has agreed to acquire from the Company, and the Company has agreed to transfer to Halifax Leesburg/Clermont, all of the Company's right, title and interest in and to (a) the Registered Trademarks and (b) the common law trademarks, service marks and trade names that constitute "Business Intellectual Property Rights" under the Purchase Agreement (such common trademarks, service marks and trade names and the Registered Trademarks are collectively referred to as the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of September 30, 2013, the Company hereby sells, assigns and transfers to Halifax Leesburg/Clermont and its successors and assigns the Company's entire right, title and interest in and to, and the use of, the Trademarks and all renewals thereof, together with (a) the goodwill of the business symbolized by the Trademarks and (b) all claims and demands that the Company (either itself or through its predecessor(s)) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Halifax Leesburg/Clermont and its successors and assigns as fully and entirely as the same would have been held and enjoyed by the Company if this sale, assignment and transfer had not been made.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon the Company and its successors and assigns, and shall inure to the benefit of Halifax Leesburg/Clermont and its successors and assigns.

[Signature page follows]

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IN TESTIMONY WHEREOF, the Company has caused its duly authorized officer to execute and deliver this instrument as of the date first written above.

HARBORPOINT MEDIA, LLC

By:
Name:
Title:

State of Hocida

SS.

County of Lake

SS.

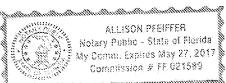
County of Lake

Before me, a notary of the state and county aforesaid, personally appeared with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that such person is a duly elected, qualified and acting officer of HARBORPOINT MEDIA, LLC, a Delaware limited liability company, and that such person executed the foregoing instrument for the purposes described therein, by signing the name of the corporation by such person as a duly elected, qualified and acting officer.

IN WITNESS HEREOF, I hereunto set my hand and seal of my office on \$\infty\$ 2013.

(Seai)

My Commission Expires: \$\frac{1}{2012}\$, \$\infty\$ 2017.



### **EXHIBIT A**

## Trademarks

- 1. THE DAILY COMMERCIAL, Reg No. 3,084,612, renewal due January 17, 2016
- 2. THE COMMERCIAL PRESS, Reg No. 3,073,572, renewal due March 28, 2016
- 3. CENTRAL FLORIDA WHEELS.COM, Reg No. 4,344,436, 6 yr declaration deadline May 28, 2019
- 4. CENTRAL FLORIDA WHEELS.COM, Reg No. 4,382,444, 6 yr declaration deadline August 13, 2019
- 5. HARBORPOINT, Reg No. 3,241,490, renewal due May 15, 2017

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RECORDED: 01/22/2014

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