

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM463467

<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>
CL Atlanta, LLC		02/20/2017	Limited Liability Company: TENNESSEE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Creative Loafing, LLC		
<b>Street Address:</b>	576 WEST DAVIS BOULEVARD		
<b>City:</b>	Tampa		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33606		
<b>Entity Type:</b>	Limited Liability Company: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3837236	CREATIVE LOAFING	
<b>Registration Number:</b>	2338841	CREATIVE LOAFING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8132237118		
	<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>	813/225-2500		
<b>Email:</b>	frankj@jpfirm.com, pattit@jpfirm.com		
<b>Correspondent Name:</b>	Frank R. Jakes		
<b>Address Line 1:</b>	401 E. Jackson Street, Suite 3100		
<b>Address Line 4:</b>	Tampa, FLORIDA 33602		
<b>NAME OF SUBMITTER:</b>	Frank R. Jakes		
<b>SIGNATURE:</b>	/Frank R. Jakes/		
<b>DATE SIGNED:</b>	02/27/2018		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment Agreement**"), dated February 20, 2017, is made by CL ATLANTA, LLC, a Tennessee limited liability company ("**Assignor**"), in favor of CREATIVE LOAFING, LLC, a Florida limited liability company ("**Assignee**").

WHEREAS, Assignee and Assignor have executed and delivered an Asset Purchase and Sale Agreement, dated February 20, 2017 (the "**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 an alternative newspaper in the Atlanta market under the name "Creative Loafing" 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; and

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants contained in the Agreement, the parties hereby agree as follows:

1. Assignment. 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 Trademarks 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 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. 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 Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction).

*[Signature page follows]*

Assignor and Assignee have duly executed and delivered this IP Assignment Agreement as of the date first above written.

CL ATLANTA, LLC, a Tennessee limited liability company

By: Christopher M. Ferrell

Name: Christopher M. Ferrell

Title: Chief Executive Officer

Address for Notices: 210 12<sup>th</sup> Ave. S., #100  
Nashville, TN 37203  
Attn: Chris Farrell

AGREED TO AND ACCEPTED:

CREATIVE LOAFING, LLC, a Florida limited liability company

By: \_\_\_\_\_

Name:

Title:

Address for Notices: 576 W. Davis Blvd.  
Tampa, FL 33606  
Attn: Ben Eason

Assignor and Assignee have duly executed and delivered this IP Assignment Agreement as of the date first above written.

CL ATLANTA, LLC, a Tennessee limited liability company

By: \_\_\_\_\_

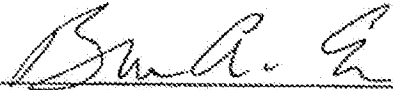
Name:

Title:

Address for Notices: 210 12<sup>th</sup> Ave. S., #100  
Nashville, TN 37203  
Attn: Chris Farrell

AGREED TO AND ACCEPTED:

CREATIVE LOAFING, LLC, a Florida limited liability company

By:  \_\_\_\_\_

Name: Benjamin A. Eason

Title: Manager

Address for Notices: 576 W. Davis Blvd.  
Tampa, FL 33606

**EXHIBIT "A"**

**ASSIGNED IP**

Trademarks:

1. Creative Loafing, Trademark Reg. No. 3837236, Filed December 23, 2009.
2. Creative Loafing, Trademark Reg. No. 2338841, Filed July 20, 1999.

Domain Names:

1. creativeloafing.com
2. [List others]