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08-19-1998

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

DEC 15 1997



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Tab settings

To the Honorable Commissioner of P:

Send original to: _____
Send copy to: _____

MRP 8-10-98

1. Name of conveying party(ies):

Cape Publications, Inc.

- Individual(s)
- General Partnership
- Corporation-State - Delaware
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: April 1, 1996

2. Name and address of receiving party(ies)

Name: Media West-CPI, Inc.

Internal Address: _____

Street Address: 50 West Liberty Street

Suite 802

City: Reno State: NV ZIP: 89501

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Florida
- Other

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,394,857	1,396,808
1,394,856	1,408,440
1,394,855	

Additional numbers attached? Yes No

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

Name: Kevin J. Kuzas, Esq.

Internal Address: Dow, Lohnes & Albertson, PLLC
Suite 800

Street Address: 1200 New Hampshire Ave., N.W.

City: Washington State: DC ZIP: 20036-6802

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

01/08/1998 UBRDUM 00000000 1394857

01 FC:481	40.00 DP
02 FC:482	100.00 DP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kevin J. Kuzas,
Name of Person Signing

Kevin Kuzas
Signature

12/15/97
Date

3

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

REI

01-12-1998



100603148

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
DEC 15 1997
RECEIPT

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):
Gannett Co., Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

MRO
12-15-97

2. Name and address of receiving party(ies)
Name: Cape Publications, Inc.
Internal Address: _____
Street Address: One Gannett Plaza
City: Melbourne State: FL ZIP: 32940

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Florida
 Other _____

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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: April 1, 1996

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,394,857 1,396,808
1,394,856 1,408,440
1,394,855
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kevin Kuzas, Esq.
Internal Address: Dow, Lohnes & Albertson, PLLC
Suite 800
Street Address: 1200 New Hampshire Ave., N.W.
City: Washington State: DC ZIP: 20036-6802

6. Total number of applications and registrations involved: 5
7. Total fee (37 CFR 3.41).....\$140.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

01/08/1998 VBROWN 00000031 1408440
01 FC:481 40.00 OP
02 FC:482 100.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Kevin J. Kuzas
Name of Person Signing
Signature
Date: 12/15/97
Total number of pages including cover sheet, attachments, and document: 3

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "Agreement") is dated as of the 1st day of April, 1996, by and between Assignor as listed on Schedule A attached hereto and incorporated herein by reference and Assignee, a Delaware corporation as listed on Schedule A attached hereto and incorporated herein by reference.

BACKGROUND

The Background of this Agreement is as follows:

- A. The Assignor owns all of the issued and outstanding shares of Assignee's capital stock.
- B. Assignor formed Assignee for the purpose (among others) of owning and managing certain intangible property, including intellectual property, newspaper Mastheads (as defined herein) and other intangible assets which Assignor may assign to Assignee from time to time.
- C. Under this Agreement, Assignor contributes and assigns certain newspaper Mastheads (as defined herein) to Assignee to own and manage.
- D. The parties hereto intend that the contributions and assignments hereunder will be entitled to nonrecognition treatment under Section 351 and other provisions of the Internal Revenue Code of 1986, as amended.

AGREEMENT

In consideration as described herein and for other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Contribution and Assignment of Mastheads. The Assignor hereby absolutely, irrevocably, and unconditionally contributes, assigns, conveys, and transfers to the Assignee certain newspaper mastheads, trademarks, trade dress, trade names, service marks and other property rights relating thereto, together with all goodwill associated therewith, and all existing registrations owned by Assignor and any and all rights to registration thereof, all as more particularly set forth on Schedule B hereto (referred to herein as "Mastheads"). The effective date of the contribution and assignment of the Mastheads shall be April 1, 1996.

2. Representations and Warranties of Assignor. The Assignor does hereby represent and warrant to and covenant with the Assignee as follows:

a. That Assignor is a duly organized and validly existing corporation under the laws of its respective state as specified in Schedule A attached hereto.

b. That the Assignor has full right and authority to enter into and perform its obligations under this Agreement.

c. That the Mastheads have not been previously conveyed, sold, transferred or pledged by the Assignor.

3. Representations and Warranties of the Assignee. By executing the Acceptance hereto, the Assignee represents and warrants to and covenants with the Assignor as follows:

a. That the Assignee is duly organized and validly existing under and by virtue of the laws of the State of Delaware.

b. That the Assignee has full right and authority to enter into and perform its obligations under this Agreement.

4. Additional Documents. The Assignor agrees to execute any and all other documents which are, in the opinion of the Assignee or its counsel, necessary to carry out the terms and conditions of this Assignment to the fullest extent the Assignor may do so without violating or being in default under any applicable law or under any other agreement to which the Assignor is a party.

5. Notices. All notices under this Agreement shall be in writing and delivered personally or by overnight courier, or by fax, or mailed by certified mail, postage pre-paid, return receipt requested, addressed to the parties to this Agreement at their addresses listed on Schedule A attached hereto. Should a party to this Agreement change address without providing notice of the new address in accordance with this provision, notice shall be deemed delivered upon the attempt of delivery at the last designated address of such party.

6. Governing Law - Assignment - Amendment. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware, shall not be assigned by either party, and may be amended only by a written amendment signed by both parties hereto.

The Assignor has executed this Assignment Agreement as of the date provided above.

ASSIGNOR:
CAPE PUBLICATIONS, INC.

By: 

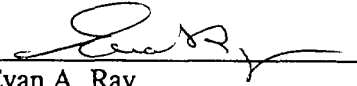
Name: *Thomas L. Chappie*

Title: *Secretary*

ACCEPTANCE OF ASSIGNMENT AGREEMENT

The undersigned, being the President of Assignee (as set forth in Schedule A attached hereto and incorporated herein), does hereby acknowledge and accept the foregoing Assignment Agreement dated as of April 1, 1996.

ASSIGNEE:

By: 
Evan A. Ray
President

Dated: As of April 1, 1996

SCHEDULE A

ASSIGNOR: Cape Publications, Inc., a Florida corporation

ADDRESS: One Gannett Plaza
Melbourne, Florida 32940

ASSIGNEE: Media West - CPI, Inc.

ADDRESS: 50 West Liberty Street
Suite 802
Reno, Nevada 89501
Telephone: (702) 785-2100
Fax: (702) 785-2119

SCHEDULE B

[See Attached List of Mastheads]

1671/0954 PAGE 2

APPLICATION NUMBER: 73570567
REGISTRATION NUMBER: 1394855

FILING DATE: 11/26/1985
ISSUE DATE: 05/27/1986

MARK: FLORIDA TODAY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73570525
REGISTRATION NUMBER: 1396808

FILING DATE: 11/26/1985
ISSUE DATE: 06/10/1986

MARK: FLORIDA TODAY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS AND DESIGN

APPLICATION NUMBER: 73562733
REGISTRATION NUMBER: 1408440

FILING DATE: 10/11/1985
ISSUE DATE: 09/09/1986

MARK: FLORIDA TODAY
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

SEDLEY PYNE, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS