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TO: The Commissioner of Patents and T

original document(s) or copy(ies).

Submission Type

100957599

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

- Conveyance type
- Assignment
  - License
  - Security Agreement
  - Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other \_\_\_\_\_
- Effective Date  
Month Day Year  
07 31 1996

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name Stauffer Communications, Inc.

07 31 1996

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Delaware Corporation

Receiving Party

Mark if additional names of receiving parties attached

Name Ogden Publications, Inc.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) The Ogden Building

Address (line 2) 1500 Main Street

Address (line 3) Wheeling West Virginia 26003

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Kansas Corporation

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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FOR OFFICE USE ONLY

01 F0:481 40.00 OP  
02 F0:482 25.00 OP  
03 F0:99A 15.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 1847 FRAME: 0973

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1156349"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1550916"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

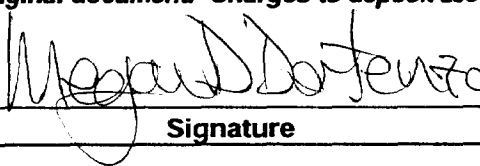
No

**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. Charges to deposit account are authorized, as indicated herein.

Megan D. Dortenzo, Reg. #39,172

Name of Person Signing



Signature

2-1-99

Date Signed

## ASSIGNMENT

**THIS ASSIGNMENT** (this "Assignment"), made as of July 31, 1996, by and between STAUFFER COMMUNICATIONS CORPORATION, a Delaware corporation ("Assignor"), and OGDEN PUBLICATIONS, INC., a Kansas corporation ("Assignee"). Capitalized terms not otherwise defined herein shall have the respective meanings as set forth in that certain Asset Purchase and Sale Agreement ("Agreement") dated as of July 31, 1996, by and among Assignor, as "Seller", and The Ogden Newspapers, Inc., as "Buyer" and Morris Communications Corporation, as "Guarantor". The Ogden Newspapers, Inc. has assigned its rights as "Buyer" under the Agreement to Assignee.

**WHEREAS**, pursuant to the Agreement, Assignee purchased the Assets of Assignor, including the Licenses, the Accounts Receivable, and the Other Intangibles, all as therein defined; and

**WHEREAS**, Assignor is hereby assigning and transferring unto Assignee the Licenses, the Accounts Receivable, and the Other Intangibles, in furtherance of closing.



**NOW, THEREFORE, WITNESSETH**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Agreement, Assignor does hereby assign and transfer unto Assignee good and marketable title to the Licenses, the Accounts Receivable, and the Other Intangibles, free and clear of all liens, security interests, encumbrances, charges, pledges and claims whatsoever, except as referred to or provided for in the Agreement.

1. **Binding Effect**. This Assignment shall be binding upon and shall inure to the benefit of the parties thereto and their respective successors and assigns.

2. Conflicts. To the extent there is a conflict between the terms and provisions of this Assignment and the Agreement, the respective terms and provisions of the Agreement will govern.

**WITNESSETH** the execution hereof by an appropriate officer of Stauffer Communications, Inc. thereunto duly authorized, all as of the 31st day of July, 1996.

STAUFFER COMMUNICATIONS, INC.

By:   
or Its: 

stauff.asg

## ASSET PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into as of this 31st day of July, 1996, by and between STAUFFER COMMUNICATIONS, INC., a Delaware corporation, as "Seller"; and THE OGDEN NEWSPAPERS, INC., a West Virginia corporation, as "Buyer".

### IT IS RECITED THAT:

A. Seller owns and operates the following businesses - Grit magazine, Capper's magazine, and Capper's Reader Service (collectively, and excluding the business of Best Recipes magazine, the "Magazine Business" or the "Business"). The assets used in connection with or relating to the Business are referred to collectively as the "Assets".

B. Seller desires to sell and Buyer desires to buy the Assets.

THEREFORE, in consideration of the respective representations, warranties and covenants contained herein, Buyer and Seller hereby agree as follows:

1 Transfer of Assets. Seller agrees to sell, convey, transfer and assign the Assets to Buyer, its successors and assigns, and Buyer agrees to buy the Assets from Seller, for the consideration and under the terms herein specified.

1.1 Assets Included. The following assets are specifically included within the scope of the "Assets" that are being purchased:

1.1.1 The Seller's real property which is used in connection with or related to the operations of the Business, as described in Exhibit 1.1.1 (collectively, the "Real Property");

1.1.2 The Seller's furniture, fixtures, equipment and other tangible personal property, including, without limitation, production and distribution equipment, supplies and inventories, construction in progress, vehicles and spare parts, used in connection with or relating to the operations of the Business, which includes all assets of the Seller located at its offices at 1503 S.W. 42nd St., Topeka, Kansas, subject to

replacements, additions and dispositions thereto and thereof made in the ordinary course of business prior to the Closing Date (collectively, the "Tangible Personal Property"). Set forth on Exhibit 1.1.2 hereto is a list of each item of such furniture, fixtures, equipment and other tangible personal property (other than inventory) having been acquired by Sellers at a cost of \$500 or more;

- 1.1.3 The contracts, options, leases and other agreements of Seller relating to the operation of the Business which the Buyer elects to accept and assume (collectively, the "Assigned Contracts"), listed on Exhibit 1.1.3.
- 1.1.4 To the extent assignable by the Seller, all licenses and other governmental authorizations, copyrights, patents, trademarks, trade names, processes, computer programs and program rights, trade secrets, permits and other similar intangible rights and interests owned by the Seller and used in connection with the operation of the Business (the "Licenses"), as described in Exhibit 1.1.4, including, but not limited to, the trade names *Grit*, *Sunday Grit*, and *Capper's*.
- 1.1.5 All of Seller's accounts receivable (the "Accounts Receivable") other than any accounts receivable due from entities in control of or under common control with the Seller as of the Closing Date.
- 1.1.6 All books and records (or copies thereof) relating to the Business and the Assets; prepaid expenses and deposits (but only insofar as they relate solely to the Business); circulation lists, goodwill and other intangible assets, including Seller's rights to payment under the two (2) non-competition agreements previously made by and between Ogden and Stauffer

SIGNATURE PAGE  
TO  
ASSET PURCHASE AND SALE AGREEMENT  
BETWEEN STAUFFER COMMUNICATIONS, INC.  
SELLER

AND

THE OGDEN NEWSPAPERS, INC.  
BUYER

IN WITNESS WHEREOF, all of the parties hereto have executed  
and delivered this Agreement as of the day and year first above  
written.

STAUFFER COMMUNICATIONS, INC.

By *[Signature]*  
As its *[Signature]*

SELLER

THE OGDEN NEWSPAPERS, INC.

By *[Signature]*  
As its VICE-PRESIDENT

BUYER

TO EVIDENCE ITS GUARANTY:

MORRIS COMMUNICATIONS CORPORATION

By *[Signature]*  
As its *[Signature]*