

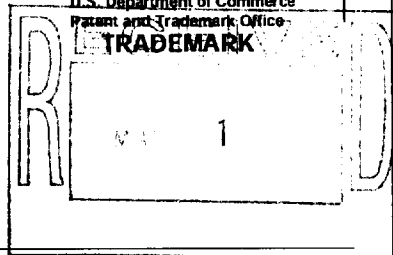
05-18-1999



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ 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

Effective Date
Month Day Year

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03181999

Name

Formerly

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AK/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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.)

05/18/1999 DNGUYEN 00000094 522159

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
200.00 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: 001897 FRAME: 0207

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 (314) 444-7600

Name

Robert B. Hoemeke

Address (line 1)

Lewis, Rice & Fingersh, LC

Address (line 2)

500 North Broadway

Address (line 3)

Suite 2000

Address (line 4)

St. Louis, MO 63102

Pages

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

#

5

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)

522,159

1,239,334

1,838,221

513,403

1,751,195

1,976,900

559,949

1,657,386

2,090,152

Number of Properties

Enter the total number of properties involved.

#

9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

240.00

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.

Ronald H. Ridgway

Name of Person Signing

Signature

April 28, 1999

Date Signed

Schedule A

TRADEMARKS

| <u>Federally Registered Marks</u> | <u>Registration No.</u> |
|--|-------------------------|
| THE EVERYDAY MAGAZINE (Stylized) | 522,159 |
| POST-DISPATCH WEATHER BIRD & DESIGN | 513,403 |
| MARTHA CARR | 559,949 |
| 100 NEEDIEST CASES | 1,239,334 |
| POSTSCRIPT | 1,751,195 |
| ST. LOUIS POST-DISPATCH (Stylized) | 1,657,386 |
| POST.LINK | 1,838,221 |
| GET OUT | 1,976,900 |
| ST. LOUIS LIFESTYLE | 2,090,152 |

Schedule B

State Marks

Registration No.

THE ST. CHARLES POST (Missouri)

6024

Schedule C

TRADE NAMES

PULITZER or any part thereof whether alone
or in combination with one or more other
words

PULITZER PUBLISHING COMPANY

ST. LOUIS DISPATCH

ST. CHARLES POST

TRADEMARK ASSIGNMENT AGREEMENT

TRADEMARK ASSIGNMENT AGREEMENT, made effective as of the 18th day of March, 1999 (the "Effective Date") by and between Pulitzer Publishing Company, a Delaware corporation ("Assignor"), and Pulitzer Inc., a Delaware corporation ("Assignee").

W I T N E S S E T H:

Capitalized terms used and not defined herein shall have the respective meanings ascribed to such terms in the Contribution and Assumption Agreement entered into by Pulitzer and New Pulitzer as of the date hereof (the "Contribution Agreement").

WHEREAS, as of May 25, 1998, Assignor, Assignee and Hearst-Argyle Television, Inc. ("Acquiror") entered into an Amended and Restated Agreement and Plan of Merger (as amended, the "Merger Agreement") pursuant to which Acquiror will acquire Assignor's radio and television broadcasting operations through the merger of Assignor with and into Acquiror;

WHEREAS, pursuant to the Merger Agreement, Assignor has agreed to contribute the Contributed Assets to Assignee and Assignee has agreed to assume the Assumed Liabilities from Assignor;

WHEREAS, in order to effectuate Assignor's contribution of the Contributed Assets and Assignee's assumption of the Assumed Liabilities, Assignor and Assignee have entered into the Contribution Agreement;

WHEREAS, in furtherance of, and subject to, the terms of the Contribution Agreement, Assignor desires to assign and transfer to Assignee those trademarks and service marks registered in the United States Patent and Trademark Office that are Contributed Assets and are as set forth on the attached Schedule A (the "Federally Registered Marks");

WHEREAS, in furtherance of, and subject to the terms of the Contribution Agreement, Assignor desires to transfer to Assignee the trademark registered with the state governmental authority that are Contributed Assets and are as set forth on the attached Schedule B (the "State Registered Mark");

WHEREAS, in addition to the Federally Registered Marks and the State Registered Mark, in furtherance of, and subject to, the terms of the Contribution Agreement, Assignor desires to transfer to Assignee, certain unregistered, common law trademarks and service marks, that are Contributed Assets and are including, without limitation, those trademarks and service marks set forth on the attached Schedule C (the "Trade Names" and together with the Federally Registered Marks and the State Registered Marks, the "Assigned Marks");

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Assigned Marks and any registrations therefor, together with the goodwill of the

business with which the Assigned Marks are used and which is symbolized by the Assigned Marks, along with the right to recover for damages and profits for past infringement thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby contributes, grants, conveys, assigns, transfers and delivers, without recourse, to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, in all of their respective forms, together with (i) the goodwill of the business symbolized by the Assigned Marks and (ii) the right to recover for damages and profits for past infringement thereof. Assignor agrees to execute and deliver, at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts, Assignee may require in order to vest all of Assignor's right, title and interest in and to the Assigned Marks in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

2. Right to File for Registration. Assignor hereby contributes, grants, conveys, assigns, transfers and delivers, without recourse, to Assignee the sole and unencumbered right to file for and obtain worldwide registrations for any or all of the Assigned Marks, in any or all of their respective forms, in any and all trademark and service mark categories as are applicable.

3. This Trademark Assignment Agreement is made subject to all of the terms and conditions contained in the Contribution Agreement. In the event of any conflict between any of the terms and conditions contained in the Contribution Agreement and any of the terms and conditions contained herein, the terms and conditions of the Contribution Agreement shall control.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be duly executed and delivered as of the Effective Date set forth above.

PULITZER PUBLISHING COMPANY

By: Ronald H. Ridgway
Ronald H. Ridgway
Senior Vice President-Finance

Sworn before this 18th
day of March 1999

DAVALYN D. CURTIS
Notary Public

DAVALYN D. CURTIS
Notary Public, State of New Jersey
No. 03-4898382
Qualified in New York County
Commission Expires 7/8/99