

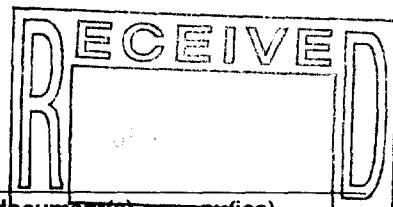
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
6/30/98

Name Thomson Newspapers, Inc.

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name Thomson Newspapers Licensing Corporation

DBA/AKA/TA

Composed of

Address (line 1) Two Mill Road

Address (line 2)

Address (line 3) Wilmington Delaware 19806

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

06/22/1999 DNGUYEN 00000305 200866 2170583

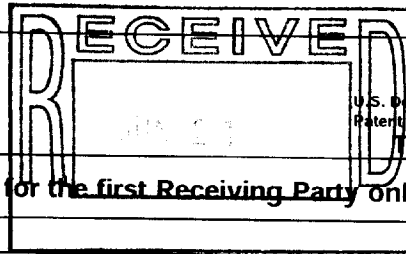
FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 1375.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 001911 FRAME: 0396



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)

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.

Donna M. DiMitri

6/16/99

Name of Person Signing

Signature

Date Signed

(75/392,432)	(75/332,898)	2,075,784
(75/387,520)	2,170,583	1,193,981
(75/311,331)	193,680	(75/366,785)
1,823,702	1,604,648	1,613,812
2,093,784	(75/361,688)	(75/248,678)
(75/387,925)	(75/144,588)	(75/506,174)
(75/311,786)	1,762,789	(75/381,468)
(75/381,471)	1,975,116	(75/381,470)
(75/381,169)	(75/199,799)	682,926
(75/311,332)	2,131,740	(75/311,788)
	(75/418,385)	(75/423,860)
1,245,276	(75/308,377)	(75/472,052)
1,966,688	2,156,750	
(75/390,390)	(75/417,151)	
(75/366,278)		
(75/367,102)	(75/369,411)	
(75/314,336)	1,966,689	
1,604,647	(75/370,127)	
193,681	(75/370,130)	
1,990,724	(75/361,881)	
(75/366,973)	(75/423,859)	
1,974,690	(75/493,574)	
2,075,784	1,605,525	

AGREEMENT OF ASSIGNMENT

This AGREEMENT OF ASSIGNMENT is dated June 30, 1998 and is by and between:

THOMSON NEWSPAPERS INC. (hereinafter "TNI"), a corporation organized and existing under the laws of the State of Delaware, having its principal office at 208 Harbor Drive, Stamford, Connecticut 06902; and

THOMSON NEWSPAPERS LICENSING CORPORATION (hereinafter "TNLC"), a corporation organized and existing under the laws of the State of Delaware, having its principal office at Two Mill Road, Wilmington, Delaware 19806.

WHEREAS, TNI has used and/or is using in its business certain marks consisting of the words shown on Schedule "A" attached hereto, which words are used alone and in combination with other words and/or in combination with various designs; and

WHEREAS, TNLC is desirous of acquiring all of the right, title and interest which TNI has acquired and has developed in said marks throughout the world;

NOW, THEREFORE, for good and valuable consideration, as hereinafter set forth, the parties agree as follows:

1. Definition:

The "Trademarks" mean the marks shown in Schedule A hereto, as well as all other marks which have heretofore been used by TNI as trademarks, service marks or trade names by virtue of their use on or in connection with the products or services of TNI.

2. Assignment of Trademarks:

TNI assigns to TNLC:

- (a) the Trademarks;
- (b) all issued trademark registrations for the Trademarks and all pending applications

to register the Trademarks in the United States and throughout the world, and all trademark registrations deriving from said applications if any;

- (c) all of the goodwill of the business symbolized by the Trademarks; and
- (d) all claims and proceeds relating to the foregoing including, without limitation, any

claims by TNI against third parties for past infringement of the Trademarks or injury to the goodwill of the business symbolized by the Trademarks.

3. Consideration:

In consideration of the assignment and other transfers contained herein, TNLC shall, upon execution of all required documents by TNI, transfer to TNI all of the outstanding shares of TNLC common stock equal in value to the book value of the trademarks as of June 30, 1998.

4. Representations and Warranties of TNI:

TNI represents and warrants to TNLC as follows:

(a) Title to Trademarks. TNI owns beneficially and of record, free and clear of any lien or other encumbrance, the Trademarks and, upon execution of this Agreement of Assignment, TNLC will acquire good, valid and marketable beneficial ownership of the Trademarks, free and clear of any lien or other encumbrance of any kind.

(b) Authority to Execute and Perform Agreement. TNLC has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement

and to perform fully TNI's obligations hereunder, and this Agreement, upon execution and delivery by TNI, will be duly executed and delivered by TNI and (assuming due execution and delivery by TNLC) will be the valid and binding obligation of TNI enforceable against TNI in accordance with its terms.

(c) No Infringement or Claims. To TNI's knowledge, the rights of TNI in the Trademarks do not infringe the rights of others and are not being infringed by others, and TNI has no notice of any adversely held trademark, service mark or trade name of any other person or notice of any claim of any other person relating to the Trademarks and does not know of any basis for any such claim.

5. Representations and Warranties of TNLC:

TNLC represents and warrants to TNI as follows:

(a) Authority to Execute and Perform Agreement. TNLC has the full legal right and power and all authority and approvals required to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement, upon execution and delivery by TNLC, will be duly executed and delivered by TNLC and (assuming due execution and delivery by TNI) will be the valid and binding obligation of TNLC enforceable against TNLC in accordance with its terms.

6. Registration and Further Assurances:

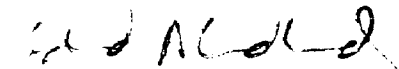
TNI, at TNLC's reasonable expense, shall execute all instruments and do all acts and otherwise use its best efforts to effectuate the purpose of this Agreement and to procure the acceptance of all applications for and registrations of the Trademarks and the registration of

TNLC as the registered owner thereof. TNLC shall compensate TNI for its out of pocket expenses incurred in the performance of this paragraph.

7. Governing Law:

This Agreement shall be governed and construed in accordance with the laws of the State of Delaware applicable to agreements made and to be performed entirely within such State.


THOMSON NEWSPAPERS INC.

By: 

Name: Edward A. Friedland

Title: Vice President

THOMSON NEWSPAPERS LICENSING CORPORATION

By: 

Name: James R. Schurr

Title: President

docs\tnlcass

SCHEDULE A

<u>Trademark</u>	<u>(Serial No.)/ Reg. No.</u>
'NOLOGY	(75/332,898)
BRAINSTORM	2,170,583
BRIDGEPORT SUNDAY POST (Stylized)	193,680
CHANDLER ARIZONAN TRIBUNE	1,604,648
CLASSIFIED IQ & Design	(75/361,688)
CLICK & Design	(75/144,588)
CONNECTICUT POST	1,762,789
COVERSTORY	1,975,116
CURIOCITY	(75/199,799)
CURIOCITY FOR KIDS & Design	2,131,740
CURIOZINE	(75/418,385)
DESERT NESTING	(75/308,377)
FREEZONE	2,156,750
GET A JUMP	(75/417,151)
GET A JUMP ON COLLEGE & CAREERS IN OHIO	(75/369,411)
GILBERT TRIBUNE	1,966,689
KEYSWIDE CLASSIFIEDS	(75/370,127)
KEYSWIDE GUARANTEED CLASSIFIEDS	(75/370,130)
KIDECISION	(75/361,881)

KIDQUOTE	(75/423,859)
MENTOR YOUR MENTOR	(75/493,574)
MESA TRIBUNE	1,605,525
NEW ENGLAND OUTDOOR TIMES	(75/392,432)
THE HOMES OF THE SOUTHWEST	(75/387,520)
OHIO OUTDOOR TIMES	(75/311,331)
OHIO WEEK	1,823,702
ONLINE SPORTSMAN & Design	2,093,784
ORBIT	(75/387,925)
OUTDOOR TIMES	(75/311,786)
PATHWAYS TO PROGRESS & Design	(75/381,471)
PATHWAYS TO PROGRESS & Design	(75/381,169)
PENNSYLVANIA OUTDOOR TIMES	(75/311,332)
SATURDAY/THE TELEGRAM THE BRIDGEPORT POST	1,245,276
SCOTTSDALE PROGRESS TRIBUNE	1,966,688
SEGUE	(75/390,390)
SILICON DESERT	(75/366,278)
TIM THOMSON INTERACTIVE MEDIA	(75/367,102)
TECHWISE	(75/314,336)
TEMPE DAILY NEWS TRIBUNE	1,604,647
THE BRIDGEPORT POST (Stylized)	193,681
THE MAILBOX POST & Design	1,990,724

THE SCOTTSDALE TRIBUNE	(75/366,973)
THE SPECTRUM	1,974,690
THE SUN VISITOR	2,075,784
THE SUNDAY POST (Stylized)	2,075,784
THE TELEGRAM	1,193,981
THE TRIBUNE	(75/366,785)
THE YUMA DAILY SUN	1,613,812
TRACK & SPEED	(75/248,678)
TRACK & SPEED	(75/506,174)
VISION FOR A NEW DIRECTION	(75/381,468)
VISION FOR A NEW DIRECTION	(75/381,470)
WEEKEND	682,926
WEST VIRGINIA OUTDOOR TIMES	(75/311,788)
WHERE KIDS CONNECT	(75/423,860)
ZEAL	(75/472,052)

State Registrations

<u>State</u>	<u>Trademark</u>	<u>Reg. No.</u>
Arizona	CHANDLER ARIZONAN TRIBUNE	024875
Wisconsin	Design of Downtown Waukesha	
Connecticut	HEALTH AND SPIRIT	10,011
Florida	KEYSWIDE CLASSIFIEDS	T9700000128
Florida	KEYSWIDE GUARANTEED CLASSIFIEDS	T9700000129
Georgia	MONEY SAVER	S-14918
Arizona	THE MESA TRIBUNE	024873
Arizona	THOMSON NEWSPAPERS INC.	(pending)
Connecticut	VINTAGE	9526
Georgia	WANT-AD CONNECTION	T14297
Louisiana	CAJUN WANT ADS - ACADIANA'S BARGAIN PAPER (Stylized)	
Louisiana	CAJUN QUARTER - ACADIANA'S AD PAPER	
Wisconsin	SHORELINE CHRONICLE	
Wisconsin	THE SHEBOYGAN PRESS	
Wisconsin	MEDIA GRAPHICS	
Wisconsin	THE POST-CRESENT	
Wisconsin	THE HERALD TIMES REPORTER	
Wisconsin	THOMSON NEWSPAPERS INC.	
Wisconsin	THE REPORTER	

Wisconsin	LAKESHORE CHRONICLE	
Arizona	TRIBUNE NEWSPAPERS	
Wisconsin	MILWAUKEE SPANISH TRIBUNE & Design	
Wisconsin	SHOPPER & Design	
Arizona	TEMPE DAILY NEWS TRIBUNE	24874
Wisconsin	VISIONS	
Arizona	SUPER SHOPPER MAGAZINE	036677
Arizona	THE HOME SHOW	036676

Common Law Marks

SUPER SHOPPER
RIVER'S EDGE

\\TTC\SYS\TTC\DATA\LEGAL\DMD\TNLC.doc