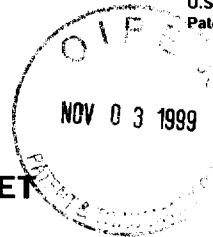


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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Merger

Change of Name

Other

Effective Date
Month Day Year
 12 29 97

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
 12 29 97

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/AKA/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.)

11/05/1999 MTHA11 00000070 2009489

FOR OFFICE USE ONLY

01 FC:481
02 FC:482
40.00 OP
25.00 OP

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: 001984 FRAME: 0988

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="2,009,489"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,061,424"/>	<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.

Kevin J. Kuzas

Name of Person Signing

Kevin J. Kuzas

Signature

11/3/99

Date Signed

ASSIGNMENT AGREEMENT

Assignment agreement ("Agreement") dated as of December 29, 1997, between Asbury Park Press, Inc. ("Assignor"), a New Jersey corporation, and Media West - NJP, Inc. ("Assignee"), a Delaware corporation qualified to transact business in Nevada.

Recitals

- (a) Assignor owns all 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 and other intangible assets which Assignor may assign to Assignee from time to time.
- (c) Assignor desires to contribute and assign certain intangible property to Assignee to own and manage.
- (d) The parties intend that the contributions and assignments under the Agreement will be entitled to nonrecognition treatment under Section 351 and other provisions of the Internal Revenue Code of 1986, as amended.

It is therefore agreed:

1. Contribution and Assignment of Mastheads. Assignor absolutely, irrevocably, and unconditionally contributes, assigns, conveys, and transfers to Assignee all of Assignor's interest in all those certain newspaper mastheads, trademarks, trade dress, trade names, service marks and other related property rights set

forth on attached Schedule A, together with all associated goodwill and related registration rights (collectively, the "Mastheads"). The effective date of the contribution and assignment of the Mastheads shall be December 29, 1997.

2. Representations and Warranties of Assignor. Assignor represents, warrants to and covenants with Assignee as follows:

- (i) Assignor is a duly organized and validly existing corporation under the laws of the State of New Jersey.
- (ii) Assignor has full right and authority to enter into and perform its obligations under this Agreement.
- (iii) The Mastheads have not been previously conveyed, sold, transferred or pledged by the Assignor.

3. Representations and Warranties of Assignee. Assignee represents, warrants to and covenants with Assignor as follows:

- (i) Assignee is a duly organized and validly existing corporation under the laws of the State of Delaware, and is qualified to do business in the State of Nevada.
- (ii) Assignee has full right and authority to enter into and perform its obligations under this Agreement.

4. Additional Documents. Assignor shall execute any and all other documents which are, in the opinion of Assignee or its counsel, necessary to carry out the terms and conditions of this Assignment to the fullest extent Assignor may do so without

violating or being in default under any applicable law or under any other agreement to which 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 below. 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 (i) shall be construed and enforced in accordance with the laws of the State of Delaware, (ii) shall not be assigned by either party, and (iii) may be amended only by a written amendment signed by both parties.

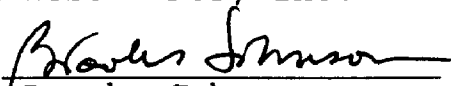
Assignor

Assignee

Asbury Park Press, Inc.

Media West - NJP, Inc.

By: 
Name: Thomas L. Chapple
Title: Secretary

By: 
Name: Brooks Johnson
Title: President

Address:

Address: 50 West Liberty Street
Suite 802
Reno, Nevada 89501

Fax:

Fax: (702) 785-2119

SCHEDULE A

[See Attached List of Mastheads]

ASBURY  PARK
PRESS

HOME NEWS TRIBUNE