

1-24-03

01-24-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌ ▼



102346092 ▼

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Lee Enterprises, Incorporated

1-24-03

- Individual(s)
- General Partnership
- Corporation-State
- 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: 10/1/2002

2. Name and address of receiving party(ies)

Name: Lee Procurement Solutions Co.

Internal Address: \_\_\_\_\_

Street Address: 215 N. Main Street

City: Davenport State: IA Zip: 52801

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Iowa
- 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 registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 2051701

Additional number(s) attached  Yes  No

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

Name: Christopher J. Curran

Internal Address: \_\_\_\_\_

Street Address: Lane & Waterman, 224 - 18th

Street, Suite 500

City: Rock Island State: IL Zip: 61201

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

C. D. Waterman III  
Name of Person Signing

*C. D. Waterman III*  
Signature

October 1, 2002  
Date

Total number of pages including cover sheet, attachments, and document: 31

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

01/24/2003 TBIAZI 00000214 2051701

01 FC:8521

40.00 OP

TRADEMARK  
REEL: 002655 FRAME: 0643

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

**THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS** ("Agreement"), dated and effective as of October 1, 2002, is made by and between **Lee Enterprises, Incorporated**, a Delaware corporation ("LEE"), and **Lee Procurement Solutions Co.**, an Iowa corporation ("LPS").

### RECITALS

In order to achieve certain operational goals of LEE including, without limitation, (i) to consolidate the ownership of LEE's intellectual property more particularly described in **Schedule 1** attached hereto (collectively, the "Intellectual Property") into a separate legal entity, and (ii) to enhance the management and use of and analyze the performance and value of Intellectual Property, LEE desires to assign the Intellectual Property to LPS, according to the terms and conditions of this Agreement and the Asset Contribution Agreement of even date between the parties hereto (the "Contribution Agreement").

In consideration of the recitals and the mutual promises, covenants and agreements contained herein and in the Contribution Agreement, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** LEE does hereby assign and transfer unto LPS all of its right, title and interest in and to the Intellectual Property, and all rights to sue for and receive all damages occurring from past infringements of the Intellectual Property.

2. **Cooperation and Protection.** LEE hereby agrees to cooperate in any and all efforts of LPS necessary to register with any governmental authorities the Intellectual Property or otherwise evidence the proprietary rights of LPS in the Intellectual Property conferred hereby. LEE further agrees to cooperate in any and all efforts of LPS necessary to effectuate the transfer of the Intellectual Property to LPS, including but not limited to, execution and delivery of additional instruments required to effectively consummate the transactions contemplated by this Assignment, and to cooperate with LPS in the protection and defense of LPS' proprietary interest in the Intellectual Property conferred hereby.

3. **No Other Assignment.** LEE represents and warrants that LEE has not sold, assigned, transferred, conveyed or licensed the Intellectual Property to any third party.

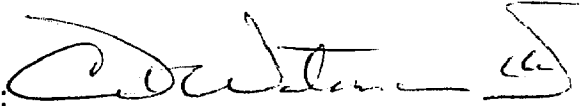
4. **No Amendment.** Nothing herein contained shall modify, amend or otherwise effect the duties, obligations, liabilities, warranties, or representations of LPS and LEE set forth in the Contribution Agreement.

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


6. **Counterparts.** This Assignment may be executed in one or more counterparts and shall be effective upon its execution by all parties to this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Rights on the date first written above.

**LEE ENTERPRISES, INCORPORATED**

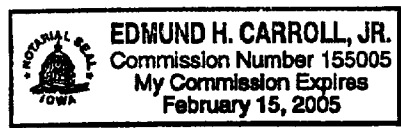
By:   
Name: C. D. Waterman III  
Title: Secretary

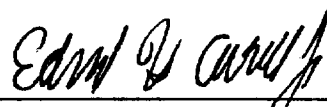
**LEE PROCUREMENT SOLUTIONS CO.**

By:   
Name: Al Struss  
Title: Vice President

STATE OF IOWA )  
 ) ss:  
COUNTY OF SCOTT )

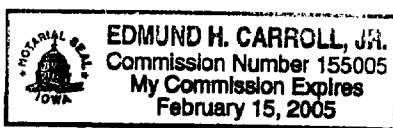
The foregoing Assignment of Intellectual Property Rights was acknowledged before me this 1st day of October 2002, by C. D. Waterman III, who being duly sworn, did say that he is the Secretary of Lee Enterprises, Incorporated, a Delaware corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

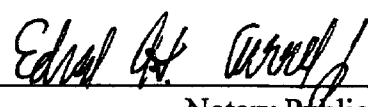


  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF IOWA )  
 ) ss:  
COUNTY OF SCOTT )

The foregoing Assignment of Intellectual Property Rights was acknowledged before me this 1st day of October 2002, by Al Struss, who being duly sworn, did say that he is the Vice President of Lee Procurement Solutions Co., an Iowa corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.



  
Notary Public  
My commission expires: \_\_\_\_\_