

Form **PTO-159**
(Rev. 10/02)
OMB No. 0851-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tap settings: [Left Arrow] [Right Arrow]

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

1 Name of conveying party(ies):
Lee Procurement Solutions Co.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Liberty Group Idaho Holdings, Inc.
Internal Address: Suite 202

Street Address: 3000 Dundee Road
City: Northbrook State: IL Zip: 60062

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State: Delaware
- 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

3 Nature of conveyance

- Assignment
- Security Agreement
- Other _____
- *Mortgage
- Change of Name

Execution Date: 2/3/04

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 78/196,753

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Deborah A. Wing

Internal Address: KMZ Rosenman, Suite 1600

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

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:

50-1214

DO NOT USE THIS SPACE

9. Signature

Deborah A. Wing
Name of Person Signing


Signature

February 5, 2004
Date

Tap number of pages including cover sheet, assignments, and documents: 7

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

CIH \$40.00 501214 78196753

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made this ___ day of February, 2004, between Lee Procurement Solutions Co., an Iowa corporation ("LPS"), and Liberty Group Idaho Holdings, Inc., a Delaware corporation ("Liberty Idaho").

A. Pursuant to an Asset Exchange Agreement, dated as of January 15, 2004 (the "Asset Exchange Agreement"), among Liberty Group Publishing, Inc., a Delaware corporation ("Liberty"), Liberty Group Operating, Inc., a Delaware corporation, Liberty Group Nevada Holdings, Inc., a Delaware corporation, Elko Daily Free Press, a Nevada corporation, Liberty Idaho Lee Enterprises, Incorporated, a Delaware corporation ("Lee"), Lee Publications, Inc., a Delaware corporation, and LPS, LPS has agreed to assign the Lee Acquired Assets set forth on the attached Exhibit A ("Intellectual Property") to Liberty or a Liberty Subsidiary designated by Liberty, and Liberty or such designated Liberty Subsidiary have agreed to accept from LPS such Intellectual Property, for the consideration and on the terms and conditions set forth in the Asset Exchange Agreement. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Asset Exchange Agreement.

B. Liberty Idaho has been designated by Liberty as the Person to whom LPS should assign the Intellectual Property of or with respect to the *Journal Standard*, Freeport, Illinois.

C. Liberty Idaho desires to acquire LPS's entire right, title and interest in, to and under the Intellectual Property rights.

NOW, THEREFORE, pursuant to the Asset Exchange Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LPS and Liberty Idaho agree as follows:

1. **Assignment.** LPS hereby assigns and transfers unto Liberty Idaho 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.** Upon the reasonable request of Liberty Idaho, LPS hereby agrees to cooperate in any and all efforts of Liberty Idaho reasonably necessary to register with any governmental authorities the Intellectual Property or otherwise evidence the proprietary rights of Liberty Idaho in the Intellectual Property rights conferred hereby. Upon the reasonable request of Liberty Idaho, LPS further agrees to cooperate in any and all efforts of Liberty Idaho reasonably necessary to effectuate the transfer of the Intellectual Property rights to Liberty Idaho, including but not limited to, execution and delivery of additional instruments reasonably required to effectively consummate the transactions contemplated by this Assignment, and to cooperate with Liberty Idaho in the protection and defense of Liberty Idaho's proprietary interest in the Intellectual Property rights conferred hereby.

Sent By: LIBERTY GROUP PUB;

847 272 8244;

Feb-3-04 7:04PM;

Page 11

3. No Amendment. Nothing herein contained shall modify, amend or otherwise effect the duties, obligations, liabilities, warranties, or representations of Liberty or Lee set forth in the Asset Exchange Agreement.

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

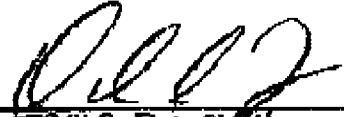
5. Counterparts. This Assignment may be executed in one or more counterparts and shall be effective upon its execution by all parties to this Assignment.

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

LEE PROCUREMENT SOLUTIONS CO.

By: _____
Carl G. Schmidt
Its: President and Director

LIBERTY GROUP IDAHO HOLDINGS, INC.

By: 
Name: DANIEL P. LEWIS
Its: VICE PRESIDENT & SECRETARY

Sent By: LIBERTY GROUP PUB;

847 272 6244;

FEB-9-04 7:04PM;

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STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this _____ day of February, 2004, by Carl G. Schmidt, who being duly sworn, did say that he is the President and Director of Lec 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: _____

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this 3rd day of February, 2004, by ~~Kenneth L. Stroud~~, who being duly sworn, did say that he is the President of Liberty Group Idaho Holdings, Inc., a Delaware corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

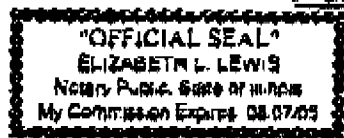
DANIEL D. LEWIS

VICE

Elizabeth Lewis

Notary Public

My commission expires: 8/7/2005



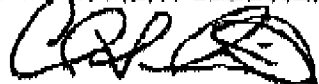
3. No Amendment. Nothing herein contained shall modify, amend or otherwise effect the duties, obligations, liabilities, warranties, or representations of Liberty or Lee set forth in the Asset Exchange Agreement.

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

5. 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 PROCUREMENT SOLUTIONS CO.

By: 

Carl G. Schmidt

Is: President and Director

LIBERTY GROUP IDAHO HOLDINGS, INC.

By: _____

Name: _____

Is: _____

02/03/2004 20:25 FAX 0033261016

LAKE & WATERMAN

025

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this 3rd day of February, 2004, by Carl G. Schmidt, who being duly sworn, did say that he is the President and Director of Lee Procurement Solutions Co., an Iowa corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.



Edmund H. Carroll, Jr.
Notary Public

My commission expires: 2/18/06

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this _____ day of February, 2004, by _____, who being duly sworn, did say that he is the _____ of Liberty Group Idaho Holdings, Inc., a Delaware corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

Notary Public

My commission expires: _____

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EXHIBIT A

- 1. *The Journal Standard* - pending federal trademark application; Serial Number 78,196,753

1 1

Document #17

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PAGE 13/27 * RCVD AT 2/10/04 5:04:55 PM [Central Standard Time] * SVR: CH-US-FAX-012 * DNS: 4550 * CSID: 847 272 6244 * DURATION (mm:ss): 07:24