

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tap settings

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

3 Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 2/3/04

2 Name and address of receiving party(ies)

Name: Elko Daily Free Press 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, Nevada, 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) 2,788,918

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

Total number of pages including cover sheet, attachments, and document. 7

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

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 Elko Daily Free Press, a Nevada corporation ("Elko").

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, Liberty Group Idaho Holdings, Inc, a Delaware corporation, Elko, 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 upon 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. Elko has been designated by Liberty as the Person to whom LPS should assign the Intellectual Property of or with respect to *The Leader*, Corning, New York.

C. Elko 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 Elko agree as follows:

1. Assignment. LPS hereby assigns and transfers unto Elko 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 Elko, LPS hereby agrees to cooperate in any and all efforts of Elko reasonably necessary to register with any governmental authorities the Intellectual Property or otherwise evidence the proprietary rights of Elko in the Intellectual Property rights conferred hereby. Upon the reasonable request of Elko, LPS further agrees to cooperate in any and all efforts of Elko reasonably necessary to effectuate the transfer of the Intellectual Property rights to Elko, 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 Elko in the protection and defense of Elko's proprietary interest in the Intellectual Property rights conferred hereby.

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 Assct 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.

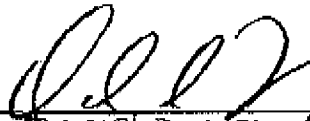
5. Counterparts. This Assignment may be executed in one or more counterparts and shall be effective upon its execution by all parties to this Assignment.

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

ELKO DAILY FREE PRESS

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

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 Lee Procurement Solutions Co., an Iowa corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

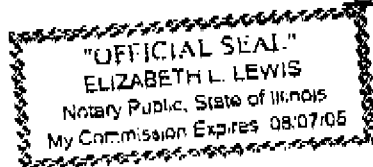
Notary Public

My commission expires: _____

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 ~~Keneth L. Scota~~ Daniel D. Lewis, who being duly sworn, did say that he is the President of Elko Daily Free Press., a Nevada corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

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
Its: President and Director

ELKO DAILY FREE PRESS

By: _____
Name: _____
Its: _____

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: 2/15/05

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 Elko Daily Free Press., a Nevada corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

Notary Public
My commission expires: _____

EXHIBIT A

1. *The Leader* — — federal trademark registration; Registration number 2,788,918

Document #18

4

m:\doc 2316\liberty media group - 2003 exchange of property/legal doc\svp assignment (leader) final 103.doc

PAGE 5/27 * RCVD AT 2/3/2004 5:04:55 PM [Central Standard Time] * SVR:CHI-US-FAX-01/2 * DNIS:4550 * CSID:847 272 6244 * DURATION (mm-ss):07-24

RECORDED: 02/18/2004

TRADEMARK
REEL: 002796 FRAME: 0289