

11-21-2003



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

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): 11-17-03 CLIPPER MAGAZINE, INC. 3708 Hempland Road Mountville, PA 17554 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [X] Corporation-State PA [] Other Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies) Name: GANNETT SATELLITE INFORMATION NETWORK, INC. Internal Address: Street Address: 7950 Jones Branch Drive City: McLean State: VA Zip: 22107 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State DE [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: October 31, 2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) (See Exhibit "A") Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Andy P. Berger, Esq. Internal Address: Stevens & Lee, P. C. Street Address: 111 North Sixth Street P. O. Box 679 City: Reading State: PA Zip: 19603

6. Total number of applications and registrations involved: 19 7. Total fee (37 CFR 3.41): \$ 490.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. Andy P. Berger, Esq. Name of Person Signing [Signature] Signature 7 Nov 03 Date

Total number of pages including cover sheet, attachments, and document: 8

11/20/2003 ECOOPER 00000167 2564153 01 FC:8521 40.00 DP 02 FC:8522 450.00 DP

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

SCHEDULE "A" TO
ASSIGNMENT OF REGISTERED TRADEMARKS
DATED AS OF OCTOBER 31, 2003
BETWEEN CLIPPER MAGAZINE, INC. AND
GANNETT SATELLITE INFORMATION NETWORK, INC.

SCHEDULED TRADEMARKS

1. United States Registered Marks.

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Status</u>
THE BEST LOCAL ADVERTISING IN AMERICA. PERIOD.	N/A	February 19, 2000	PENDING
THE BEST LOCAL ADVERTISING IN AMERICA	N/A	February 19, 2003	PENDING
CLIPPER MAGAZINE	N/A	November 7, 2002	PENDING
LOYAL CUSTOMER CLUB	N/A	March 17, 2003	PENDING
MYCLIPPER	2,564,153	July 30, 1999	LIVE
THE BEST LOCAL ADVERTISING IN AMERICA	2,545,361	January 28, 2000	LIVE
THE BEST LOCAL ADVERTISING IN AMERICA. PERIOD.	2,530,915	January 28, 2000	LIVE
LOGON. PRINT COUPONS. SAVE	2,463,729	April 18, 2000	LIVE
THE COUPON CLIPPER	1,536,672	March 14, 1988	LIVE
THE COUPON CLIPPER	1,543,492	March 14, 1988	LIVE
CLIPPER MAGAZINE	2,007,462	October 12, 1994	LIVE

CLIPPER MAGAZINE	2,452,875	January 28, 2000	LIVE
SAVVY SHOPPER	2,470,333	May 7, 1999	LIVE
THE EVERYTHING BOOK	2,544,011	May 11, 2000	LIVE
THE EVERYTHING BOOK	2,544,184	May 11, 2000	LIVE
CLIPPERCITIES	N/A	July 30, 1999	ABANDONED
MY LOCAL COUPONS	N/A	April 18, 2000	ABANDONED
LOCAL COUPONS	N/A	April 20, 2000	ABANDONED
MY NEW HOME	2,739,667	November 8, 2001	LIVE

2. Canada Registered Marks.

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Status</u>
CLIPPER MAGAZINE	TMA552,711	October 21, 1999	REGISTERED
THE COUPON CLIPPER	TMA552,713	October 21, 1999	REGISTERED
MY NEW HOME	1140,151	May 8, 2002	PENDING

ASSIGNMENT OF REGISTERED TRADEMARKS

ASSIGNMENT OF REGISTERED TRADEMARKS ("Assignment") made as of the 31st day of October, 2003 by CLIPPER MAGAZINE, INC., a Pennsylvania corporation ("Assignor"), to GANNETT SATELLITE INFORMATION NETWORK, INC., a Delaware corporation ("Assignee").

BACKGROUND

Assignor is the sole owner of certain registered trademarks as reflected in the records of (1) the United States Patent and Trademark Office and (2) the Canadian Intellectual Property Office, a Special Operating Agency of Industry Canada, all as more fully described on Schedule "A" attached hereto (collectively, the "Scheduled Trademarks").

AGREEMENT

NOW, THEREFORE, in partial consideration of the Purchase Price (as defined in the Asset Purchase Agreement dated as of September 22, 2003 by and between Assignor and Assignee (together with the Schedules and Exhibits thereto, the "Purchase Agreement")) paid by Assignee to Assignor pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee, Assignor's entire right, title and interest in, to and under the Scheduled Trademarks, together with all of the goodwill and the business associated with the use thereof and symbolized thereby, and all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses only in connection with the Scheduled Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights").

2. Further Actions. From time to time after the date hereof, and without further consideration (subject to reimbursement by Assignee of all reasonable out-of-pocket expenses in connection with clause (b) of this Section 2), Assignor shall promptly take such actions and execute and deliver such documents and instruments as Assignee or its counsel may reasonably request in order to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringements thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

3. Successors, Etc. This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; provided, however, that Assignor may not assign this Assignment or its obligations hereunder without the prior written consent of Assignee. Any assignment which contravenes this Section 3 shall be void.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

CLIPPER MAGAZINE, INC.

By Steven J. Zuckerman
Steven J. Zuckerman, President

Attest: Robert A. Zuckerman
Robert A. Zuckerman, Secretary

GANNETT SATELLITE INFORMATION
NETWORK, INC.

By _____
Name:
Title:

Attest: _____
Name:
Title:

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

CLIPPER MAGAZINE, INC.

By _____
Steven J. Zuckerman, President

Attest: _____
Robert A. Zuckerman, Secretary

GANNETT SATELLITE INFORMATION
NETWORK, INC.

By _____
Name: DANIEL S. EHRMAN, JR.
Title:

Attest: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF

Lancaster

:

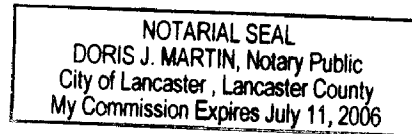
SS.

:

On this 31st day of October, 2003, before me, a notary public, the undersigned officer, personally appeared STEVEN J. ZUCKERMAN, who acknowledged himself to be the President of Clipper Magazine, Inc., a Pennsylvania corporation and that he as such officer, being authorized to do so, executed the foregoing Assignment of Registered Trademarks for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Doris J. Martin

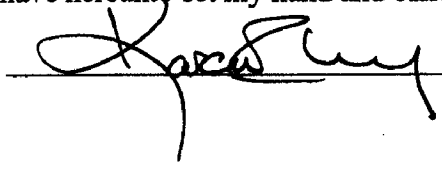


Commonwealth

STATE OF Virginia :
 :
 : SS.
COUNTY OF Fairfax :

On this 31st day of October, 2003, before me, a notary public, the undersigned officer, personally appeared Daniel S. Chuman, Jr., who acknowledged himself/~~herself~~ to be the Authorized Representative of Gannett Satellite Information Network, Inc., a Delaware corporation and that he/she as such officer, being authorized to do so, executed the foregoing Assignment of Registered Trademarks for the purposes therein contained by signing the name of the corporation by himself/~~herself~~ as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



My Commission Expires February 29, 2004



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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

CLIPPER MAGAZINE, INC.

By Steven J. Zuckerman
Steven J. Zuckerman, President

Attest: Robert A. Zuckerman
Robert A. Zuckerman, Secretary

GANNETT SATELLITE INFORMATION NETWORK, INC.

By _____
Name:
Title:

Attest: _____
Name:
Title:

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By _____
Steven J. Zuckerman, President

Attest: _____
Robert A. Zuckerman, Secretary

GANNETT SATELLITE INFORMATION
NETWORK, INC.

By Daniel S. Ehrman Jr
Name: DANIEL S. EHRMAN, JR.
Title:

Attest: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF *Lancaster*

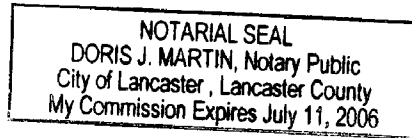
: ss.

:

On this 31st day of October, 2003, before me, a notary public, the undersigned officer, personally appeared STEVEN J. ZUCKERMAN, who acknowledged himself to be the President of Clipper Magazine, Inc., a Pennsylvania corporation and that he as such officer, being authorized to do so, executed the foregoing Assignment of Registered Trademarks for the purposes therein contained by signing the name of the corporation by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Doris J. Martin



Commonwealth

STATE OF Virginia

COUNTY OF Fairfax

:
:
: ss.
:

On this 31st day of October, 2003, before me, a notary public, the undersigned officer, personally appeared Daniel S. Eberman, Jr., who acknowledged himself/herself to be the Authorized Representative of Gannett Satellite Information Network, Inc., a Delaware corporation and that he/she as such officer, being authorized to do so, executed the foregoing Assignment of Registered Trademarks for the purposes therein contained by signing the name of the corporation by himself/herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Handwritten Signature]

My Commission Expires February 29, 2004

