

12-12-2003



1 SHEET  
JLY

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

12.9.03

To the Honorable Com.

102620790

e attached original documents or copy thereof.

1. Name of conveying party(ies):

**Clipper Magazine, Inc.**

- Individual(s)
- General Partnership
- Corporation-State of **Pennsylvania**
- Other
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: **Gannett Satellite Information Network, Inc.**  
Street Address: **7950 Jones Branch Drive**  
City/State/zip: **McLean, Virginia 22108**

- Individual(s) citizenship-
- Association-State of
- General Partnership-State of
- Limited Partnership-State of
- Corporation-State of **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
- Merger
- Change of Name



Execution Date: **October 31, 2003**

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

78/182,928  
76/531,639  
76/490,622  
76/490,621

B. Trademark Registration No.(s)

2,739,667	2,564,153	2,545,361
2,544,184	2,544,011	2,530,915
2,470,333	2,463,729	2,452,875
2,007,462	1,543,492	1,536,672

Additional number(s) attached?  Yes  No

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

**Suzanne M. Underwald**  
Dow, Lohnes & Albertson P.L.L.C.  
1200 New Hampshire Avenue, N.W.  
Suite 800  
Washington, DC 20036

Atty. Docket No.: **02360.1000:078**

6. Total number of applications and registrations involved: .....

16

7. Total fee (37 CFR 3.41) .....

\$415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number (please charge any additional fees that may be required to the deposit account): **50-1699**

(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.

**Suzanne M. Underwald**

**December 9, 2003**

Name of Person Signing

Signature

Date

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

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services, Director of the United States Patent and Trademark Office.  
P.O. Box 1450, Alexandria, Virginia 22313-1450

12/11/2003 LIMELE 0000195 76182928  
40.00 CP  
775.00 CP

01 FC:8521  
02 FC:8522

## 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:

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, President

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

GANNETT SATELLITE INFORMATION  
NETWORK, INC.

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

Attest: \_\_\_\_\_  
Name:  
Title:

COMMONWEALTH OF PENNSYLVANIA

:

SS.

COUNTY OF *Lancaster*

:

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*

NOTARIAL SEAL  
DORIS J. MARTIN, Notary Public  
City of Lancaster, Lancaster County  
My Commission Expires July 11, 2006

Commonwealth

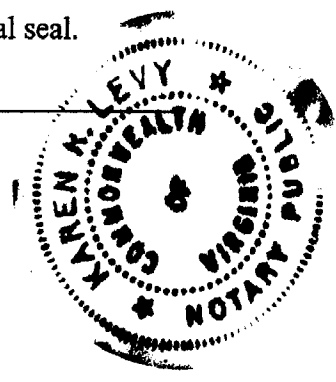
STATE OF Virginia :  
COUNTY OF Fairfax : SS.  
:

On this 31<sup>st</sup> day of October, 2003, before me, a notary public, the undersigned officer, personally appeared Daniels. Eneman 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

Karen Levy



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

**Trademark Application Nos.**

**Trademark Registration Nos.**

78/182,928  
76/531,649  
76/490,622  
76/490,621

2,739,667  
2,544,184  
2,470,333  
2,007,462  
2,564,153  
1,543,492

2,545,361  
2,530,915  
1,536,672  
2,452,875  
2,463,729

**Marks:**

THE BEST LOCAL ADVERTISING IN AMERICA. PERIOD.  
THE BEST LOCAL ADVERTISING IN AMERICA  
CLIPPER MAGAZINE  
LOYAL CUSTOMER CLUB  
MYCLIPPER  
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