

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gazette Communications, Inc.		07/01/2004	CORPORATION: IOWA

RECEIVING PARTY DATA	
Name:	Lee Procurement Solutions Co.
Street Address:	201 North Harrison Street, Suite 600
City:	Davenport
State/Country:	IOWA
Postal Code:	52801
Entity Type:	CORPORATION: IOWA

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	1399378	IOWA FARMER TODAY
Registration Number:	1458324	IOWA PORK TODAY
Registration Number:	2611007	SOYBEANCAM
Registration Number:	2621368	CORNCAM
Registration Number:	2633689	DAIRYCAM
Registration Number:	2382193	CROP WATCH
Serial Number:	78141275	OURVIRTUALFARM
Serial Number:	78019372	TRACTORCAM

CORRESPONDENCE DATA	
Fax Number:	(319)365-8443
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	319-365-9461
Email:	deanna@shuttleworthlaw.com
Correspondent Name:	James C. Nemmers
Address Line 1:	115 3rd Street SE, Suite 500
Address Line 2:	P.O. Box 2107

OP \$215.00 1399378

Address Line 4: Cedar Rapids, IOWA 52406

NAME OF SUBMITTER:

James C. Nemmers

Total Attachments: 6

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ASSIGNMENT OF INTANGIBLE PROPERTY RIGHTS

THIS ASSIGNMENT OF INTANGIBLE PROPERTY RIGHTS (this "Assignment") is made this 1st day of July 2004, between **Gazette Communications, Inc.**, an Iowa corporation ("Gazette"), and **Lee Procurement Solutions Co.**, an Iowa corporation ("LPS").

A. Pursuant to Section 11.5 of the Asset Purchase Agreement, dated June 25, 2004 (the "Asset Purchase Agreement"), between Gazette and Lee Enterprises, Incorporated, a Delaware corporation ("Lee"), Lee has assigned its rights to acquire the Acquired Assets listed in **Exhibit A** ("Intangible Property") and all rights with respect thereto to LPS, and Gazette has agreed to assign such assets to LPS. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

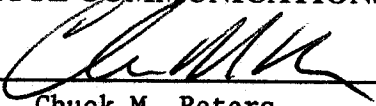
B. LPS desires to acquire Gazette's entire right, title and interest in, to and under the Intangible Property rights.

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

1. **Assignment.** Gazette hereby assigns and transfers unto LPS all of its right, title and interest in and to the Intangible Property, and all rights to sue for and receive all damages occurring from past infringements of the Intangible Property.
2. **Cooperation and Protection.** Upon the reasonable request of LPS, Gazette hereby agrees to cooperate in any and all efforts of LPS reasonably necessary to register with any governmental authorities the Intangible Property or otherwise evidence the proprietary rights of LPS in the Intangible Property rights conferred hereby. Upon the reasonable request of LPS, Gazette further agrees to cooperate in any and all efforts of LPS reasonably necessary to effectuate the transfer of the Intangible Property rights to LPS, 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 LPS in the protection and defense of LPS's proprietary interest in the Intangible Property rights conferred hereby.
3. **No Amendment.** Except as provided herein, nothing herein contained shall modify, amend or otherwise effect the duties, obligations, liabilities, warranties, or representations of Gazette or Lee set forth in the Asset Purchase 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 Intangible Property Rights on the date first written above.

GAZETTE COMMUNICATIONS, INC.

By: 
Name: Chuck M. Peters
Its: President

LEE PROCUREMENT SOLUTIONS CO.

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

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

GAZETTE COMMUNICATIONS, INC.

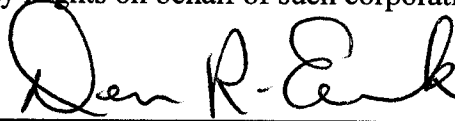
By: _____
Name: _____
Its: _____

LEE PROCUREMENT SOLUTIONS CO.

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

STATE OF IOWA)
) ss:
COUNTY OF LINN)

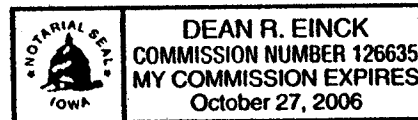
The foregoing Assignment of Registered Intangible Property Rights was acknowledged before me this 15th day of July 2004, by Chuck M. Peters, who being duly sworn, did say that he is the President of Gazette Communications, Inc., an Iowa corporation, and has executed this Assignment of Intangible Property Rights on behalf of such corporation.



Notary Public

My commission expires: 10-27-06

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)



The foregoing Assignment of Registered Intangible Property Rights was acknowledged before me this _____ day of _____ 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 Intangible Property Rights on behalf of such corporation.

Notary Public

My commission expires: _____

STATE OF IOWA)
) ss:
COUNTY OF LINN)

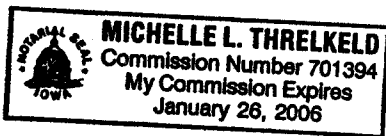
The foregoing Assignment of Registered Intangible Property Rights was acknowledged before me this _____ day of _____ 2004, by _____, who being duly sworn, did say that he is the _____ of Gazette Communications, Inc., an Iowa corporation, and has executed this Assignment of Intangible Property Rights on behalf of such corporation.

Notary Public

My commission expires: _____

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

The foregoing Assignment of Registered Intangible Property Rights was acknowledged before me this 1st day of July 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 Intangible Property Rights on behalf of such corporation.



Michelle L. Threlkeld
Notary Public

My commission expires: 1-26-06

EXHIBIT A

1. Tradenames used in the Business:
 - (a) *Iowa Farmer Today Publications, Inc.* - Fictitious Tradename registered with Iowa Secretary of State,
 - (b) Any previous uses of "Iowa Farmer Today" by Seller or its Affiliates, including as a corporate name

2. Trademarks used in the Business:
 - (a) Federally Registered Trademarks:

(i)	<i>Iowa Farmer Today</i> ®	Registration # 1,399,378
(ii)	<i>Iowa Pork Today</i> ®	Registration # 1,458,324
(iii)	<i>SOYBEANCAM</i> ®	Registration # 2,611,007
(iv)	<i>CORNCAM</i> ®	Registration # 2,621,368
(v)	<i>DAIRYCAM</i> ®	Registration # 2,633,689
(vi)	<i>Crop Watch</i> ®	Registration # 2,382,193

 - (b) Trademarks for which Federal applications are pending:

(i)	<i>Ourvirtualfarm</i>	Application # 78/141275
(ii)	<i>TRACTORCAM</i>	Application # 78/019372

 - (c) Trademarks registered with the Iowa Secretary of State:

(i)	<i>Iowa Farmer Today</i>	Registration # TM000133624
(ii)	<i>Midwest Marketer</i>	Registration # TM000155904
(iii)	<i>Crop Watch</i>	Registration # TM000218079
(iv)	<i>Crop Watch</i>	Registration # TM000218080

 - (d) Unregistered trademarks:

(i)	<i>Equipment Connection</i>	Publication
(ii)	<i>Iowa Beef Today</i>	Publication

- and all goodwill associated therewith.

3. The mastheads of:
Iowa Farmer Today magazine
Iowa Pork Today magazine
Iowa Beef Today magazine
Equipment Connection magazine, and
Midwest Marketer magazine

4. Customer lists designated in Section 1.2(a)(ix) of the Asset Purchase Agreement; and

5. Assets set forth in Section 1.2(a)(xii) of the Asset Purchase Agreement.