

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Liberty Group Suburban Newspapers, Inc.		09/28/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	399 Park Avenue
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10043
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1533046	THE ELMHURST PRESS

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ipdocket@lw.com
 Correspondent Name: Latham & Watkins LLP
 Address Line 1: 650 Town Center Drive
 Address Line 2: Suite 2000
 Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	018228-0049
NAME OF SUBMITTER:	Rhonda DeLeon

Total Attachments: 31
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AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT

This Amended and Restated Trademark Collateral Assignment dated as of September 28, 2004, is entered into by LIBERTY GROUP OPERATING, INC., a Delaware corporation ("Borrower"), LIBERTY GROUP PUBLISHING, INC., a Delaware corporation ("Holdings"), each of the Persons identified as Subsidiary Assignors on the signature pages hereof and each other Person that at any time agrees in writing to be bound as an Assignor hereunder (Borrower, Holdings, the Subsidiary Assignors and each such other Person, the "Assignors") and CITICORP USA, INC., a Delaware corporation, in its capacity as Administrative Agent under the Credit Agreement referred to below ("Secured Party"), *for the benefit of* the Persons that now are or at any time hereafter become party as a Lender to the Credit Agreement (the "Lenders"), CITICORP USA, INC., in its individual capacity, as Administrative Agent and as Swingline Lender, CITIBANK, N.A., as Issuing Bank, BT ALEX. BROWN INCORPORATED, as Syndication Agent, WELLS FARGO BANK, N.A., as Documentation Agent, BANK OF AMERICA NT & SA, as Co-Agent, and all other present and future Holders of any of the Secured Obligations described herein (all, collectively, including the Lenders, the Administrative Agent, the Swingline Lender, the Issuing Bank, the Syndication Agent, the Documentation Agent and the Co-Agent, the "Beneficiaries"). This Agreement amends and restates that certain Trademark Collateral Assignment dated as of January 27, 1998.

Recitals

Borrower and Secured Party have entered into a Borrower Pledge and Security Agreement dated as of January 27, 1998, a true and correct copy of which is attached as Annex 1 hereto and by this reference incorporated into this Agreement as if fully set forth at length herein (the "Borrower Pledge and Security Agreement"), and Holdings and the Subsidiary Assignors have entered into a Guarantor Pledge and Security Agreement dated as of January 27, 1998, a true and correct copy of which is attached as Annex 2 hereto and by this reference incorporated into this Agreement as if fully set forth at length herein (the "Guarantor Pledge and Security Agreement") and the Joinder, Confirmation and Amendment Agreement dated as of September 28, 2004 a true and correct copy of which is attached as Annex 3 hereto and by this reference incorporated into this Agreement as if fully set forth at length herein (the "Joinder Agreement and, together with the Borrower Pledge and Security Agreement and the Guarantor Pledge and Security Agreement, the "Security Agreements").

Pursuant to the Security Agreements, each Assignor has assigned to Secured Party and has granted Secured Party security interests in certain property described in Section 2.1 of the Security Agreements, including the Trademark Collateral hereinafter described, as security for the payment of the debts, liabilities and obligations described in the Security Agreements as the "Secured Obligations."

The Assignors and Secured Party are executing and delivering this Trademark Collateral Assignment for the purpose of creating and perfecting Secured Party's security interests in such Trademark Collateral as more particularly set forth herein.

Accordingly, in consideration of the foregoing and for other good and valuation consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Secured Party hereby agree as follows:

ARTICLE I. DEFINITIONS

Section 1.1. *Terms Defined in the Security Agreements.* Except as otherwise specifically provided herein, capitalized terms that are used in this Agreement, defined in the Security Agreements and not otherwise defined herein have the meanings set forth in the Security Agreements.

Section 1.2. *Certain Defined Terms.* As used in this Assignment, the following terms shall have the following meanings:

“Assignment” means this Trademark Collateral Assignment.

“Goodwill” means all present and future goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, distribution agreements and General Intangibles owned by any one or more of the Assignors and arising out of the Trademark Collateral.

“License” means any Trademark License or other present or future license of any right or interest acquired by the Assignor.

“Secured Obligations” means each and all of the debts, liabilities and obligations that are described as “Secured Obligations” in either or both of the Security Agreements.

“Trademark Collateral” is defined in Section 2.1.

“Trademark Licenses” means all rights of the Assignor under any present or future written agreement granting any right with respect to any of the U.S. Trademarks or U.S. Trademark Applications.

“U.S. Trademark Applications” means all applications in connection with U.S. Trademarks, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including the trademarks listed in Schedule I(a) or Schedule I(b).

“U.S. Trademarks” means all of the following:

(a) All present and future trademarks, trade names, corporate names, business names, trade styles, service marks, logos, mastheads, other source or business identifiers, proprietary product names or descriptions, prints and labels on which any of the foregoing may appear, designs and general intangibles of like nature, including (i) all registrations and recordings thereof including those listed in Schedule I(a) attached hereto and (ii) all of the foregoing not duly registered with the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any political subdivision thereof, including those provided in Schedule I(b) attached hereto; and

(b) all proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, extensions and renewals thereof.

Section 1.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person’s successors, transferees and assigns, (c) the words “herein,” “hereof” and “hereunder,” and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, whether real, personal or mixed and of every type and description.

ARTICLE II. SECURITY INTEREST AND COLLATERAL

Section 2.1. Grant of Security Interest. As security for the payment of the Secured Obligations, each Assignor hereby transfers and assigns to Secured Party as security with power of sale, and grants Secured Party a continuing security interest in, all right, title and interest of such Assignor in, to, under or derived from the following property (collectively, the “Trademark Collateral”), in each case whether now owned or hereafter acquired by the Assignor and wherever located:

- (a) all U.S. Trademarks;
- (b) all U.S. Trademark Applications;

- (c) all Trademark Licenses;
- (d) all Goodwill associated with (i) any U.S. Trademark, (ii) any U.S. Trademark Application or (iii) any U.S. Trademark or U.S. Trademark Application licensed under any Trademark License; and
- (e) all products and proceeds of the foregoing, including all Claims of each Assignor against third parties for any (i) past, present or future infringement or dilution of any U.S. Trademark or U.S. Trademark Application and (ii) injury to the Goodwill associated with the foregoing.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Section 3.1. *Representations and Warranties.* Each Assignor hereby represents and warrants that, except as otherwise set forth in any schedule to the Security Agreements:

- (a) Schedule I(a) and Schedule I(b) set forth a complete and accurate listing of all U.S. Trademarks and U.S. Trademark Applications in which any Assignor has an interest.
- (b) It has not granted any license, rights or privileges in or to the Trademark Collateral which is material to the conduct of its business to any party, except to Secured Party.
- (c) The registrations of all Trademark Collateral listed as to it in Schedule I(a) are valid and enforceable and have not been transferred to any other Person. No Assignor has taken or failed to take any action that would materially and adversely affect the enforceability thereof.
- (d) It owns all right, title, and interest in, to and under all Trademark Collateral listed as to it in Schedule I(a) and Schedule I(b).
- (e) None of the registrations of the Trademark Collateral listed as to it in Schedule I(a) or I(b) have been adjudged invalid or unenforceable, in whole or in part.
- (f) Except as otherwise disclosed in the schedules to the Credit Agreement it has not received any written threats of action which if successful would materially adversely affect the business of the Assignor and has not commenced and is not about to commence any suit or action against others in connection with the violation or enforcement of its rights in any of the Trademark Collateral.
- (g) It at all times is (or, as to any item of Trademark Collateral acquired after the date hereof, will be) the sole legal and beneficial owner of the Trademark Collateral and has exclusive possession and control thereof, free and clear of any Liens except those created by this Assignment or permitted under Section 6.3 of the Credit Agreement.

(h) It has the right and power to enter into this Assignment and perform its terms.

ARTICLE IV. COVENANTS

Section 4.1. *Covenants.* Each Assignor covenants and agrees as follows:

(a) Such Assignor will not, either by itself or through any agent, employee, licensee or designee, file an application for the registration of any Trademark Collateral with the United States Patent and Trademark Office unless, within 30 days thereafter, it files with any such office or agency, (i) an amendment to this Assignment adding a description of such Trademark Collateral to Schedule I(a) and (ii) any other agreements, instruments, documents and papers as Secured Party may reasonably request to evidence Secured Party's security interest in such Trademark Collateral.

(b) Subject to Section 4.1(a) and except to the extent that (i) Secured Party may otherwise agree or (ii) such Assignor reasonably determines that certain of the Trademark Collateral is no longer of material value to the Assignor's business, each Assignor shall take all necessary actions to maintain and pursue each application, to obtain the relevant registration, and to maintain the registration of all of the Trademark Collateral with the United States Patent and Trademark Office or other appropriate filing office or agency in which registration is necessary to protect its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and cancellation proceedings; *provided, however*, that neither this Section 4.1(b) nor any other provision of this Assignment or any other Loan Document shall obligate any Assignor to file any application for the registration or to obtain or maintain the registration of any Trademark Collateral which it would not otherwise file, obtain or maintain in the exercise of its ordinary business practices.

(c) In the event that any Assignor's rights under any Trademark Collateral that is material to the conduct of its business are infringed, misappropriated or diluted by a third party, such Assignor (i) shall notify Secured Party promptly after it learns thereof and (ii) shall take such actions as such Assignor shall reasonably deem appropriate under the circumstances to protect such Trademark Collateral.

(d) Each Assignor shall promptly notify Secured Party, in writing, of any suit, action or proceeding brought against it relating to, concerned with or affecting the Trademark Collateral that is material to the conduct of its business or infringement of or interference with another trademark which could reasonably be expected to be determined adversely and thereupon to have a Material Adverse Effect. Each Assignor shall, upon request by Secured Party, deliver to Secured Party a copy of all pleadings, papers, orders or decrees theretofore or thereafter filed in any such suit, action or proceeding, and upon request by Secured Party shall keep Secured Party fully advised and informed of the progress of any such suit, action or proceeding.

(e) Each Assignor shall promptly notify Secured Party if it knows (i) that any application or registration relating to any Trademark Collateral that is material to the conduct of its business may become abandoned or dedicated, (ii) that there has been or likely may be an adverse determination or development (including the institution or any adverse determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding (A) its ownership of any Trademark Collateral that is material to the conduct of its business, (B) its right to register such Trademark Collateral that is material to the conduct of its business or (C) its right to keep and maintain such Trademark Collateral that is material to the conduct of its business or (iii) of any other event that materially adversely affects the value of any Trademark Collateral that is material to the conduct of its business.

(f) Subject to Section 4.1(b), upon the written request of Secured Party, each Assignor shall promptly and duly execute and deliver any and all additional documents, including UCC-1 financing statements, and take such further action as Secured Party may deem necessary to obtain the full benefit of this Assignment, all at the sole expense of such Assignor.

(g) Without Secured Party's prior written consent, which consent shall not be unreasonably withheld, no Assignor shall (i) enter into any agreement that would materially impair or conflict with such Assignor's obligations hereunder or (ii) permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in the Assignor's rights and interests in any property included within the definition of Trademark Collateral that is material to the conduct of its business acquired under such contracts.

ARTICLE V. POWER OF ATTORNEY

Section 5.1. *Power of Attorney.* Each Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party, as Secured Party may select in its exclusive discretion, as the Assignor's true and lawful attorney-in-fact, with the power, whenever any Assignor is in default as set forth in Section 4.1 of either of Security Agreements, to endorse any Assignor's name on all applications, documents, papers and instruments necessary for Secured Party (a) to use the Trademark Collateral, (b) to grant or issue to any, third party a license or, to the extent permitted by an applicable License, a sublicense, whether general, specific or otherwise and whether on an exclusive or non-exclusive basis, of any Trademark Collateral throughout the world on such terms and conditions and in such manner as Secured Party shall, in its sole discretion, determine, or (c) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any third person. Each Assignor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Discharge of the Credit Agreement.

**ARTICLE VI.
TRADEMARK COLLATERAL**

Section 6.1. *Grant of License to Use Intellectual Property Collateral.* For the purpose of enabling Secured Party to exercise rights and remedies hereunder or under Article IV of the Security Agreements (including in order to take possession of, hold, preserve, process, assemble, prepare for sale, market for sale, sell or otherwise dispose of any Collateral) during the continuance of an Event of Default, each Assignor hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to any Assignor) (a) to use, license or sublicense any of the Trademark Collateral now owned or hereafter acquired by the Assignor and wherever the same may be located and (b) to have access to all media in which any of the licensed items may be recorded or stored and all computer and automatic machinery software and programs used for the compilation or printout thereof.

Section 6.2. *Use and Protection of Trademark Collateral.* Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, each Assignor may continue to use, exploit, license, enjoy and protect the Trademark Collateral in the ordinary course of its business, and Secured Party shall from time to time, execute and deliver, upon the reasonable written request of any Assignor, any and all instruments, certificates or other documents, in the form so requested, that in the reasonable judgment of any Assignor are necessary or appropriate to permit the Assignor to continue to do so.


**ARTICLE VII.
MISCELLANEOUS PROVISIONS**

Section 7.1. *Incorporation of Agreements.* Each and all of the provisions of Article IV, Article V and Article VI of the Security Agreements shall apply to this Agreement, *mutatis mutandis*.


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IN WITNESS WHEREOF, the Assignors and Secured Party have executed this Trademark Collateral Assignment as of the date first set forth above.


LIBERTY GROUP OPERATING, INC.

By: 
Name: Daniel D. Lewis
Title: vice president & secretary

LIBERTY GROUP PUBLISHING, INC.

By: 
Name: Daniel D. Lewis
Title: vice president & secretary

- LIBERTY GROUP ARIZONA HOLDINGS, INC.**
- LIBERTY GROUP ARKANSAS HOLDINGS, INC.**
- LIBERTY GROUP CALIFORNIA HOLDINGS, INC.**
- LIBERTY GROUP ILLINOIS HOLDINGS, INC.**
- LIBERTY GROUP IOWA HOLDINGS, INC.**
- LIBERTY GROUP KANSAS HOLDINGS, INC.**
- LIBERTY GROUP MICHIGAN HOLDINGS, INC.**
- LIBERTY GROUP MINNESOTA HOLDINGS, INC.**
- LIBERTY GROUP MISSOURI HOLDINGS, INC.**
- LIBERTY GROUP NEW YORK HOLDINGS, INC.**
- LIBERTY GROUP PENNSYLVANIA HOLDINGS, INC.**
- LIBERTY GROUP MANAGEMENT SERVICES, INC.**
- LIBERTY GROUP FREEPORT HOLDINGS, INC.**
- LIBERTY GROUP LOUISIANA HOLDINGS, INC.**
- LIBERTY GROUP NEVADA HOLDINGS, INC.**
- LIBERTY GROUP LOUISIANA HOLDINGS, INC.**
- LIBERTY GROUP CORNING HOLDINGS, INC.**
- LIBERTY GROUP NORTH DAKOTA HOLDINGS, INC.**
- LIBERTY GROUP SUBURBAN NEWSPAPERS, INC.**
- LIBERTY GROUP LANSING PRINTING, INC.**
- MINERAL DAILY NEWS TRIBUNE, INC.**
- TERRY NEWSPAPERS, INC.**
- NEWS LEADER, INC.**

By: 
Name: Daniel D. Lewis
Title: vice president & secretary

Acting for and on behalf of each of the entities named above

The Subsidiary Assignors

Accepted and agreed as of
the date first above written:

**CITICORP USA, INC.,
as Administrative Agent**

By: _____
Name: _____
Title: _____

Certificates of Acknowledgement

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Operating, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Operating, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

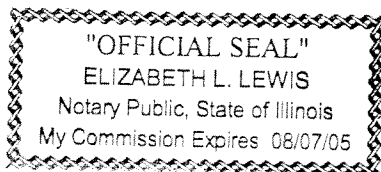


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Publishing, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Publishing, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

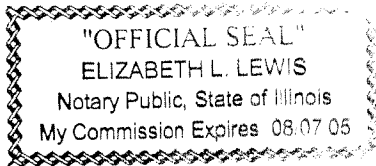


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Arizona Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Arizona Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

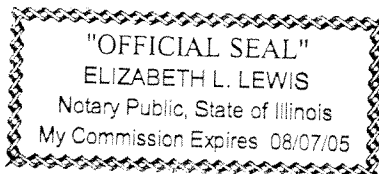


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Arkansas Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Arkansas Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

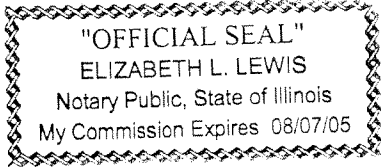


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group California Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group California Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.



Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Illinois Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Illinois Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.



Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Iowa Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Iowa Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

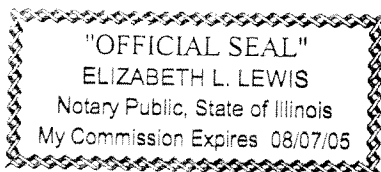


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Kansas Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Kansas Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.



Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Michigan Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Michigan Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

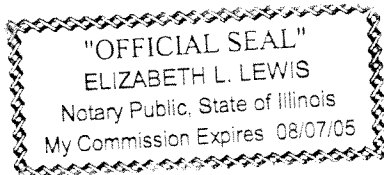


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Minnesota Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Minnesota Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.



Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Missouri Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Missouri Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

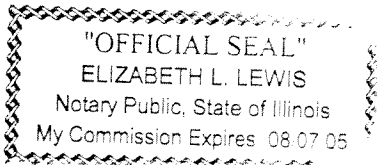


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group New York Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group New York Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

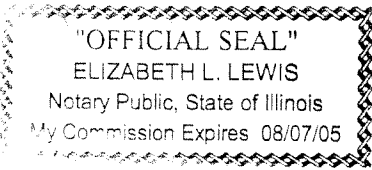


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Pennsylvania Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Pennsylvania Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

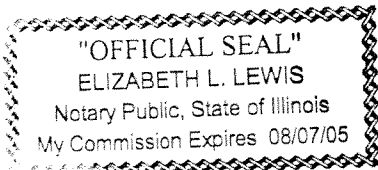


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Management Services, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Management Services, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.



Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, _____, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Michael Leyland, personally known to me to be an authorized representative of Citicorp USA, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized representative of Citicorp USA, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this ____ day of October, 2004.

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Freeport Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Freeport Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.



Elizabeth L. Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Louisiana Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Louisiana Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.



Elizabeth L. Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Nevada Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Nevada Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

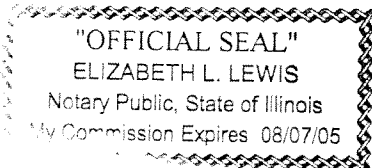


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Corning Holdings, Inc., a Nevada corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Corning Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

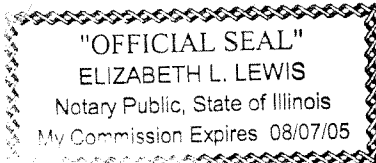


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group North Dakota Holdings, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group North Dakota Holdings, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.



Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Suburban Newspapers, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Suburban Newspapers, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.



Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Liberty Group Lansing Printing, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Liberty Group Lansing Printing, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

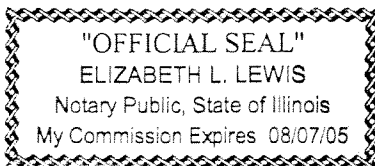


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis personally known to me to be the Vice President and Secretary of Mineral Daily News Tribune, Inc., West Virginia Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Mineral Daily News Tribune, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

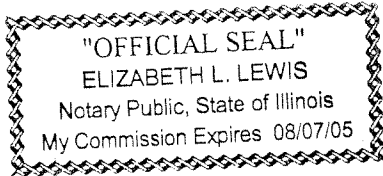


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of Terry Newspapers, Inc., an Iowa corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of Terry Newspapers, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.

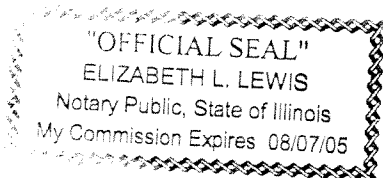


Elizabeth Lewis

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, Elizabeth L. Lewis, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Daniel D. Lewis, personally known to me to be the Vice President and Secretary of News Leader, Inc., a Louisiana corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of News Leader, Inc., appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as the free and voluntary act of said corporation, and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, 2004.



Elizabeth Lewis

SCHEDULE 1(a)

REGISTERED TRADEMARKS

LIBERTY GROUP FREEPORT HOLDINGS, INC. f/k/a Liberty Group Idaho Holdings, Inc.

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date
United States	THE JOURNAL-STANDARD	78/196,753 12/20/02	2,847,486 06/01/04

LIBERTY GROUP SUBURBAN NEWSPAPERS, INC.

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date
United States	THE ELMHURST PRESS	73/725,489 04/29/88	1,533,046 04/04/89
Illinois State	EXTRA	---	86,714 02/20/01
Illinois State	THE DOWNERS GROVE ADVERTISER	---	86,691 02/15/01

LIBERTY GROUP ILLINOIS HOLDINGS, INC.

Country	Mark	Reg. No. Reg. Date
Illinois State	CI TRADER	77,784 01/23/96
Illinois State	MID-SOUTH TRADER	77,785 01/23/96
Illinois State	STAR COURIER	69,772 01/21/92
Illinois State	THE HENRY COUNY ADVERTIZER	63,051 09/12/88
Illinois State	TRADER OUTDOORS	77,783 01/23/96

LIBERTY GROUP PUBLISHING

Country	Mark	Reg. No. Reg. Date
Illinois State	THE PAPER	88,230 01/22/02

LIBERTY GROUP KANSAS HOLDINGS, INC.

Country	Mark	Reg. No. Reg. Date
Missouri State	<p>The logo features the word "CHRONICLE" in a large, stylized serif font. Below it, the word "SHOPPER" is written in a smaller, bold, sans-serif font inside a dark rectangular box. Underneath the box is the tagline "Your Shopping Guide to Savings!" in a small, italicized font.</p>	13,982 06/05/97
Missouri State	<p>The logo features the word "CHRONICLE" in a large, stylized serif font. Below it, the word "SHOPPER" is written in a smaller, bold, sans-serif font inside a dark rectangular box.</p>	07/06/94
Missouri State	<p>The logo features the word "LANSING" in a small, bold, sans-serif font above the word "CHRONICLE" in a large, bold, serif font. Both words are enclosed within a dotted rectangular border.</p>	02/29/96
Missouri State	<p>The logo features the word "LANSING" in a small, bold, sans-serif font above the word "CHRONICLE" in a large, bold, serif font. Both words are enclosed within a dotted rectangular border.</p>	02/29/96

SCHEDULE 1(b)

UNREGISTERED TRADEMARKS

Liberty Group Arkansas Holdings, Inc.

The Sun-Times (Heber Springs, AR)
The Daily World (Helena, AR)
Daily World "TMC" (Helena, AR)
Rice World (Helena, AR)
Newport Independent (Newport, AR)
The Stuttgart Daily Leader (Stuttgart, AR)
TheXtra (Stuttgart, AR)

Liberty Group Arizona Holdings, Inc.

Arizona Silver Belt (Globe, AZ)
Moccasin (Globe, AZ)
Gila County Advantage (Globe, AZ)

Liberty Group California Holdings, Inc.

The Gridley Herald (Gridley, CA)
The Gridley Shopping News (Gridley, CA)
The Dunsmuir News (Mount Shasta, CA)
Mount Shasta Herald (Mount Shasta, CA)
Weed Press (Mount Shasta, CA)
Voice of the Mountain (Mount Shasta, CA)
Supersaver Advertiser (Mount Shasta, CA)
Siskiyou Daily News (Yreka, CA)
The Extra (Yreka, CA)
Daily Midway Driller (Taft, CA)
Bargain Hunter (Taft, CA)
West Kern Today (Taft, CA)
Senior Life Perspective (Taft, CA)

Liberty Group Freeport Holdings, Inc.

The Scene (Freeport, IL)
Wheels For You (Freeport, IL)

Liberty Group Illinois Holdings, Inc.

The Times Record (Aledo, IL)
Town Crier Advertiser (Aledo, IL)
Benton Evening News (Benton, IL)
The Benton Standard (Benton, IL)
The Daily Ledger (Canton, IL)
Fulton County Shopper (Canton, IL)
The Carmi Times (Carmi, IL)
The Weekly Times (Carmi, IL)
White County Shopper News (Carmi, IL)
Randolph County Herald Tribune (Chester, IL)

The Steeleville Ledger (Steeleville, IL)
Christopher Progress (Christopher, IL)
Ashley News (Du Quoin, IL)
Du Quoin Evening Call (Du Quoin, IL)
Du Quoin News (Du Quoin, IL)
Dwight Star & Herald (Dwight, IL)
Herscher Courier-Press (Herscher, IL)
Eldorado Daily Journal (Eldorado, IL)
The Blade (Fairbury, IL)
Daily Advocate-Press (Flora, IL)
CCAP Special (Flora, IL)
Money Stretcher (Galatia, IL)
The Paper (Galesburg, IL)
Gardner Chronicle (Gardner, IL)
Henry County Advertizer (Geneseo, IL)
Harrisburg Daily Register (Harrisburg, IL)
The Spokesman (Herrin, IL)
The Spokesman Sunday (Herrin, IL)
Star Courier (Kewanee, IL)
Star Power (Kewanee, IL)
Macomb Journal (Macomb, IL)
McDonough County Shopper (Macomb, IL)
Marion Daily Republican (Marion, IL)
Marion Daily Extra (Marion, IL)
Daily Review Atlas (Monmouth, IL)
Oquawka Current (Oquawka, IL)
Pennysaver (Monmouth, IL)
Murphysboro American (Murphysboro, IL)
American Monday (Murphysboro, IL)
Newton Press-Mentor (Newton, IL)
Norris City Banner (Norris City, IL)
The Olney Daily Mail (Olney, IL)
The Weekly Mail (Olney, IL)
Jasper County News Eagle (Olney, IL)
Advantage (Olney, IL)
Daily Leader (Pontiac, IL)
Home Times (Pontiac, IL)
Livingston Shopping News (Pontiac, IL)
Gallatin Democrat (Shawneetown, IL)
Ridgway News (Ridgway, IL)
Springfield Shopper (Springfield, IL)
Teutopolos Press (Teutopolos, IL)
Daily American (West Frankfort, IL)
Franklin Press (West Frankfort, IL)
S I Trader (West Frankfort, IL)
Pekin Daily Times (Pekin, IL)
The Tazewell County Shopper (Pekin, IL)

Liberty Group Iowa Holdings, Inc.

Charles City Press (Charles City, IA)
North Central Iowa Look & Shop (Charles City, IA)
The Extra (Charles City, IA)
Times-Plain Dealer (Cresco, IA)
The Extra (Cresco, IA)
New Hampton Tribune (New Hampton, IA)

The Impact Advertiser (New Hampton, IA)
Eldora Herald Ledger (Eldora, IA)
Hardin County Index (Eldora, IA)

Liberty Group Kansas Holdings, Inc.

Augusta Gazette (Augusta, KS)
Augusta Advertiser (Augusta, KS)
Derby Reporter (Derby, KS)
The Record Journal (Derby, KS)
Shopper's Guide (Derby, KS)
El Dorado Times (El Dorado, KS)
Shoppers' Guide (El Dorado, KS)
The Kansas City Kansan (Kansas City, KS)
Chronicle Shopper (Leavenworth, KS)
The Leavenworth Times (Leavenworth, KS)
The McPherson Sentinel (McPherson, KS)
The Sentinel Advisor (McPherson, KS)
Mac Shopper (McPherson, KS)
The Pratt Tribune (Pratt, KS)
Barber County Index (Pratt, KS)
St. Johns News (Pratt, KS)
Kiowa County Signal (Pratt, KS)
Sunflower Shopper (Pratt, KS)
The Shawnee Journal Herald (Shawnee, KS)
Wyandotte County Shopper (Wyandotte, KS)
Wellington Daily News (Wellington, KS)
Etc (Wellington, KS)
The Fort Leavenworth Lamp (Leavenworth, KS)

Liberty Group Louisiana Holdings, Inc.

The Bastrop Daily Enterprise (Bastrop, LA)
The Pennysaver (Bastrop, LA)
The Donaldsonville Chief (Donaldsonville, LA)
The Cajun Gazette (Pierre Part, LA)
Nickel Ads (Gonzales, LA)
The Marketeer (Gonzales, LA)
Ascension Citizen (Gonzales, LA)
Post/South (Plaquemine, LA)
West Bank Shopper (Plaquemine, LA)

Liberty Group Michigan Holdings, Inc.

Cheboygan Daily Tribune (Cheboygan, MI)
Shoppers Fair (Cheboygan, MI)
Mackinaw Journal (Cheboygan, MI)
Sentinel-Standard (Ionia, MI)
Sentinel-Standard "TMC" (Ionia, MI)
The Evening News (Sault Ste. Marie, MI)
Tri-County Buyer's Guide (Sault Ste. Marie, MI)
Bronson Journal (Bronson, MI)
Colon Express (Colon, MI)
Jonesville Independent (Jonesville, MI)
Vicksburg Broadcast (Vicksburg, MI)

Union City Register-Tribune (Union City, MI)
Vicksburg Commercial Express (Vicksburg, MI)
Clintonville Tribune-Gazette (Clintonville, WI)
Adrian Access Shopper (Adrian, MI)
The Daily Telegram (Adrian, MI)
Adrian Medley (TMC) (Adrian, MI)
The Daily Reporter (Coldwater, MI)
Coldwater Shoppers Guide (Coldwater, MI)
The Reporter Extra (TMC) (Coldwater, MI)
Sturgis Gateway Shopper (Sturgis, MI)
Sturgis Journal (Sturgis, MI)
Journal Extra (Sturgis, MI)

Liberty Group Minnesota Holdings, Inc.

Tri-County News (Cottonwood, MN)
Crookston Daily Times (Crookston, MN)
Crookston Valley Shopper (Crookston, MN)
Montevideo American News (Montevideo, MN)
The Star Advisor (Montevideo, MN)
Redwood Gazette (Redwood Falls, MN)
Redwood Falls Livewire (Redwood Falls, MN)
Sleepy Eye Herald Dispatch (Sleepy Eye, MN)
Brown County Reminder (Sleepy Eye, MN)
Granite Falls Advocate-Tribune (Granite Falls, MN)
St. James Plaindealer (St. James, MN)
Town and County Shopper (St. James, MN)
Wabasso Standard (Wabasso, MN)
The Shopper (Halstad, MN)
The Valley Journal (Halstad, MN)

Liberty Group Missouri Holdings, Inc.

The Gentry County Shopper (Albany, MO)
Boonville Daily News (Boonville, MO)
The Record (Boonville, MO)
The Linn County Leader (Brookfield, MO)
Lake Sun Leader (Camdenton, MO)
Homes (Camdenton, MO)
The West Side Star (Camdenton, MO)
Penny Saver (Camdenton, MO)
Tube Tab (Camdenton, MO)
The Carthage Press (Carthage, MO)
The Carthage Press Scope (Carthage, MO)
Constitution-Tribune (Chillicothe, MO)
CT Extra (Chillicothe, MO)
The Vedette (Greenfield, MO)
Lake Stockton Shopper (Greenfield, MO)
Big Nickel (Joplin, MO)
Coupon Clips (Joplin, MO)
Kirksville Crier (Kirksville, MO)
Kirksville Daily Express & News (Kirksville, MO)
Lake Area Focus (Lake Ozark, MO)
Lake of the Ozarks Boats (Lake Ozark, MO)
Lake of the Ozarks Real Estate (Lake Ozark, MO)

Lake Life Styles Magazine (Lake Ozark, MO)
Chronicle-Herald (Macon, MO)
Macon Journal (Macon, MO)
Sho-Me Shopper (Marceline, MO)
Maryville Daily Forum (Maryville, MO)
Penny Press 2 (Maryville, MO)
The Mexico Ledger (Mexico, MO)
Mexico Ledger TMC (Mexico, MO)
Moberly Monitor Index (Moberly, MO)
The Shopper (Moberly, MO)
Neosho Daily News (Neosho, MO)
Neosho Post (Neosho, MO)
The Neighborhood Showcase (Neosho, MO)
Vacation News (Osage Beach, MO)
Rolla Daily News (Rolla, MO)
Rolla Daily News Plus (Rolla, MO)
St. James Leader-Journal (St. James, MO)
The Daily Guide (Waynesville, MO)
Pulaski County Weekly (Waynesville, MO)
Fort Wood Guide (Waynesville, MO)

Liberty Group New York Holdings, Inc.

Steuben Courier Advocate (Bath, NY)
Mohawk Valley Pennysaver (Canajoharie, NY)
Hornell Canisteo Penn-E-Saver (Canisteo, NY)
Genesee Country Express (Dansville, NY)
Geneseway Shopper (Dansville, NY)
Evening Telegram (Herkimer, NY)
Images (Herkimer, NY)
Evening Tribune (Hornell, NY)
The Tribune Extra (Hornell, NY)
The Spectator (Sunday) (Hornell, NY)
The Shopper (Horseheads, NY)
Catskill Shopper (Liberty, NY)
Evening Times (Little Falls, NY)
The Palladium-Times (Oswego, NY)
Community Preview TMC (Oswego, NY)
The Chronicle-Express (Pen Yan, NY)
Chronicle Ad-Viser (Pen Yan, NY)
Saugerties Post Star (Saugerties, NY)
Saugerties Pennysaver (Saugerties, NY)
Mountain Pennysaver (Saugerties, NY)
Wellsville Daily Reporter (Wellsville, NY)
Allegany County Pennysaver (Wellsville, NY)
The Business Record (Oswego, NY)
Dansville-Wayland Pennysaver (Dansville, NY)

Liberty Group North Dakota Holdings, Inc.

Devils Lake Daily Journal (Devils Lake, ND)
The Country Peddler (Devils Lake, ND)

Liberty Group Pennsylvania Holdings, Inc.

Carbondale News (Carbondale, PA)
The Wayne Independent (Honesdale, PA)
The Independent Extra (Honesdale, PA)
The Standard Journal (Milton, PA)
The Villager (Moscow, PA)
The Evening Times (Sayre, PA)
The Times Extra (Sayre, PA)
The Record Herald (Waynesboro, PA)

News Leader, Inc.

Beauregard Daily News (DeRidder, LA)
Leesville Daily Leader (Leesville, LA)
Southwest Daily News (Sulphur, LA)
Vinton News (Vinton, LA)
Guardian (Sulphur, LA)
Calcasieu Shopper (Sulphur, LA)

Mineral Daily News Tribune, Inc.

Mineral Daily News Tribune (Keyser, WV)
News-Tribune & Mountain Echo (Keyser, WV)
Today's Shopper (Keyser, WV)

Liberty Group Suburban Newspapers, Inc.

Batavia Republican (Batavia, IL)
Geneva Republican (Geneva, IL)
St. Charles Republican (St. Charles, IL)
West Chicago Press (West Chicago, IL)
Winfield Press (Winfield, IL)
Addison Press (Addison, IL)
Roselle/Itasca Press (Roselle, IL)
Bensenville/Wooddale Press (Bensenville, IL)
Bloomington/Glendale Heights Press (Bloomington, IL)
Bolingbrook/Romeoville – The Reporter (Bolingbrook, IL)
Carol Stream Press (Carol Stream, IL)
Elmhurst Press (Elmhurst, IL)
Glen EllynNews (Glen Ellyn, IL)
The Farmside (Huntley, IL)
LaGrange/LaGrange Park/La Grange Highlands Suburban Life (LaGrange, IL)
Lemont Reporter Metropolitan (Lemont, IL)
Lombard Spectator (Lombard, IL)
Naperville Reporter (Naperville, IL)
Villa Park Argus (Villa Park, IL)
Westchester Suburban Life (Westchester, IL)
Berwyn Cicero Life (Cicero, IL)
Wheaton Leader (Wheaton, IL)
Warrenville Post (Warrenville, IL)
Downers Grove Reporter (Downers Grove, IL)
Woodridge Progress (Woodridge, IL)
Westmont Progress (Westmont, IL)
Clarendon Hills/Oak Brook/Hinsdale Suburban Life (Clarendon Hills, IL)

Burr Ridge/Darien/Willowbrook Suburban Life (Willowbrook, IL)
Brookfield/Lyons/McCook Suburban Life (Brookfield, IL)
Countryside/Indian Head Park/Hodgkins/Willow Springs/Burr Ridge/Pleasantdale Suburban Life (Countryside, IL)
Riverside/North Riverside/Riverside Lawn Suburban Life (Riverside, IL)
Western Springs Suburban Life (Western Springs, IL)
Lisle Reporter (Lisle, IL)
Strictly Classified (Oak Brook, IL)
Consumer Direct Magazine – Zone 1 (Oak Brook, IL)
Consumer Direct Magazine – Zone 2 (Oak Brook, IL)
Elegant Living Magazine (Oak Brook, IL)

Terry Newspapers, Inc.

Geneseo Republic (Geneseo, IL)
Cambridge Chronicle (Cambridge, IL)
Orion Gazette (Orion, IL)

Liberty Group Corning Holdings, Inc.

The Leader (Corning, NY)
Corning Pennysaver (Corning, NY)

Liberty Group Lansing Printing, Inc.

Litho-Type Midwest