

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Minnesota Retailers Association		05/06/2005	CORPORATION: MINNESOTA
RECEIVING PARTY DATA			
Name:	McClatchy Management Services, Inc.		
Street Address:	2100 Q Street		
Internal Address:	c/o Legal Department		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95816		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78518262	SHOPMINNESOTA.COM	
CORRESPONDENCE DATA			
Fax Number:	(916)326-5586		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	916-321-1828		
Email:	kmorgan-prager@mcclatchy.com		
Correspondent Name:	Karole Morgan-Prager		
Address Line 1:	2100 Q Street		
Address Line 2:	c/o Legal Department		
Address Line 4:	Sacramento, CALIFORNIA 95816		
NAME OF SUBMITTER:	Karole Morgan-Prager		
Signature:	/kmp/		
Date:	05/19/2005		

OP \$40.00 78518262

Total Attachments: 15

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ShopMinnesota.com

TRADEMARK ASSIGNMENT AND SERVICES
AGREEMENT

THIS TRADEMARK ASSIGNMENT AND SERVICES AGREEMENT dated as of May 4, 2005 ("Effective Date"), is by and between the Minnesota Retail Association, Inc., a Minnesota nonprofit corporation ("MNRA"), and Star Tribune, a division of The Star Tribune Company, a Delaware corporation ("ST").

RECITALS:

A. MNRA is a nonprofit trade association of retail businesses dedicated to the expansion and diversity of retailing throughout the state of Minnesota. MNRA currently owns and operates the website located at <http://www.mnretail.org> (the "MNRA Site").

B. MNRA is the sole and exclusive owner of all right, title, interest and goodwill in and to the domain name "ShopMinnesota.com" (the "Selected Domain Name"). MNRA is also the sole and exclusive owner of all right, title, interest and goodwill in and to the "ShopMinnesota" service mark and logo identified on Exhibit A (collectively the "Selected Service Marks") for use in connection with an on-line marketplace for sellers of goods and/or services (the "Online Product/Service Classification"). MNRA is the exclusive owner of Trademark Application Serial No. 78518262 for the ShopMinnesota.com mark filed with the Patent and Trademark Office on November 17, 2004 for "on-line marketplace for sellers of goods and/or services" (the "Federal Trademark Application"). MNRA has also received from the state of Minnesota the following state trademark registrations (collectively the "State Trademark Registrations"): (i) Trademark Registration No. 792765-2 for the "shopminnesota" mark in connection with a virtual mall and (ii) Trademark Registration No. 812879-2 for the "ShopMN & logo design" mark in connection with a virtual online mall. The following are collectively referred to as the "ShopMinnesota Property": (i) the Selected Domain Name and the Selected Service Marks including, but not limited to any and all common law rights thereto; and (ii) the Federal Trademark Application and the State Trademark Registrations including, but not limited to, any and all federal and/or state trademark rights that MNRA may in the future acquire in any mark that is the subject of the Federal Trademark Application and/or the State Trademark Registrations.

C. ST is a media company that publishes the *Star Tribune* newspaper (the "Newspaper") and operates a news and information website the URL of which is <http://www.startribune.com> (the "ST Site"). Among other channels, the ST Site includes a shopping channel (the "ST Site Shopping Channel").

D. ST desires to acquire from MNRA all right, title, interest and goodwill in and to the ShopMinnesota Property, and MNRA is willing to sell to ST all right, title, interest and goodwill in and to the ShopMinnesota Property, subject to the terms and conditions set forth in this Agreement. The ongoing business relationship between the parties that is the subject matter of this Agreement is sometimes referred to herein as the "Project."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MNRA and ST agree as follows:

1. **Term.** Unless sooner terminated in accordance with this Agreement, the term of this Agreement ("Term") shall be the period commencing on the Effective Date and ending on the date that is five (5) years after the Effective Date (the "Scheduled Termination Date").
2. **Termination.**
 - a. **Event of Default.** "Event of Default" means the occurrence of any one or more of the following with respect to a given party (in each case, the "Breaching Party"):
 - i. The failure by the Breaching Party to fulfill one or more of its material obligations under this Agreement, together with the failure by the Breaching Party to cure such default within thirty (30) days after receiving notice of the default from the other party; or

- ii. Any of the following: (a) the bankruptcy or insolvency of the Breaching Party; (b) the filing of any bankruptcy, insolvency, receivership or similar action or proceeding by or against the Breaching Party (but pertaining to the Breaching Party's alleged insolvency) which is not dismissed within sixty (60) days after the filing thereof; (c) the filing by the Breaching Party of any petition in any reorganization, arrangement, compromise, readjustment, liquidation, or dissolution or similar relief; (d) any assignment by the Breaching Party (e.g., to a trustee, receiver, liquidator or referee) for the benefit of creditors; (e) the liquidation or dissolution of the Breaching Party; (f) the failure of the Breaching Party to continue operations as a going concern and/or pay its debts generally as they become due; and/or (g) any admission by the Breaching Party in writing of its inability to pay its debts as they become due.
 - b. Termination for Cause.
 - i. If an Event of Default occurs with respect to ST and ST fails to cure its default within thirty (30) days following receipt of a written notice of default by MNRA or its representative, MNRA may terminate this Agreement immediately and all rights, title, and interest in and to the ShopMinnesota Property, including all trademark applications and registrations and goodwill pertaining thereto shall automatically transfer to MNRA free and clear of all liens, claims, security interest, and encumbrances. ST agrees to execute any other instruments and take such other actions that MNRA may reasonably request to confirm, record, and perfect the assignment of all right, title, and interest worldwide in and to the ShopMinnesota Property.
 - ii. If an Event of Default occurs with respect to MNRA and MNRA fails to cure its default within thirty (30) days following receipt of a written notice of default by ST or its representative, ST may terminate this Agreement immediately, ST shall be deemed to have satisfied and performed all of its obligations pursuant to this Agreement, and MNRA's assignment and transfer to ST of all of MNRA's right, title and interest of whatever nature (including, without limitation, any copyrights and any trademark or service mark rights therein and goodwill appurtenant thereto) in and to the ShopMinnesota Property shall be deemed complete and final, without condition, limitation or reservation.
 - c. ST acknowledges that during the term of this Agreement it will not transfer, encumber or exclusively license the ShopMinnesota Property or take any other action that may adversely impact MNRA's future rights to the ShopMinnesota Property without the prior written consent of MNRA.
3. Assignment of ShopMinnesota Property. Subject to payment in full to MNRA in the amount of Two Thousand Five Hundred and No/Hundredths Dollars (\$2,500.00) and the delivery of ST-Provided Benefits and performance of all of ST's obligations under this Agreement, MNRA hereby assigns and transfers to ST all right, title, interest and goodwill in and to the ShopMinnesota Property. MNRA agrees to promptly execute such additional documents as may be necessary to effect and/or record such transfer of MNRA's right, title and interest in and to the ShopMinnesota Property at no additional cost to ST. Without limitation of the foregoing, if, as of the fifth anniversary of the Effective Date (the "Condition Removal Date"), MNRA has not given ST written notice of default hereunder in accordance with this Agreement, then, effective as of the Condition Removal Date, ST shall be deemed to have satisfied and performed all of its obligations pursuant to this Agreement, and MNRA's assignment and transfer to ST of all of MNRA's right, title and interest of whatever nature (including, without limitation, any copyrights and any trademark or service mark rights therein and goodwill appurtenant thereto) in and to the ShopMinnesota Property shall be deemed complete and final, without condition, limitation or reservation.
4. MNRA-Provided Benefits. As further consideration for the Purchase Price, the ST-Provided Benefits and performance of all of ST's obligations under this Agreement, MNRA shall provide to ST, throughout the Term, the Retail Plus Designation and Retail Plus Benefits (as defined below in Section 11) (collectively the "MNRA-Provided Benefits").
5. ST-Provided Benefits. As further consideration for the Interim License, the MNRA-Provided Benefits and performance of all of MNRA's obligations under this Agreement, ST shall provide to MNRA the following (collectively the "ST-Provided Benefits") throughout the Term:

- a. The Hosting Services (as defined below in Section 6.b.);
 - b. The Annual Member Benefits (as defined below in Section 9); and
 - c. The Search Box Code (as defined below in Section 10).
6. **Hosting of Selected Domain Name.**
- a. ST will determine the date (“Launch Date”) on which ST will begin using the Selected Domain Name and the Selected Service Marks in connection with the ST Site Shopping Channel, which Launch Date shall be not later than sixty (60) days after the Effective Date. The period beginning on the Launch Date and ending on December 31, 2005 is hereinafter referred to as the “Launch Period.”
 - b. Upon occurrence of the Launch Date (or at such earlier time as may be required to facilitate the Launch Date), MNRA shall coordinate with ST’s designated network administrator to ensure that ST is listed with the applicable domain name registrar as the host with respect to the Selected Domain Name and to transfer the Selected Domain Name to ST’s designated network administrator for hosting on ST’s servers, whereupon ST will commence hosting the Selected Domain Name on ST’s servers (the “Hosting Services”).
7. **ST Site Shopping Channel.**
- a. In addition to the Selected Domain Name, the Channel will also have directed to it other URLs that are ST owned or managed including, but not limited to, startribune.com/classifieds and startribune.com/shopping. (“Channel” refers to the ST Site Shopping Channel, once it has been renamed “ShopMinnesota.com.”)
 - b. On the Channel, onsite references to the Channel may not always use the full name and logo/icon (for example, the channel name listed in the standard navigation headers across all pages of the ST Site may refer to the Channel or any services in the Channel in a text link labeled “Shop”); all such reference decisions shall be determined by ST in ST’s sole discretion.
 - c. ST will bear all costs and fees for prosecuting, registering, and maintaining the ShopMinnesota Property, including hosting, maintaining and providing consumer access to the Channel and maintaining the features thereon (including, but not limited to, the Business Listing Directory) (the “Hosting Services”).
 - d. ST, in ST’s sole discretion, shall determine (and may change at any time) the content and design of the Channel, the products and services to be offered thereon, the advertisers listed thereon, the sites that may link to the Channel, and all other matters pertaining to the Channel; provided, however, that throughout the Term, ST covenants and agrees that ST shall continue prominently to use one or more of the Selected Service Marks in connection with the Channel. Initially, ST anticipates that the Channel will include the same mix of features that are currently included on the ST Site Shopping Channel including, but not limited to, the Business Listing Directory, advertising by private party sellers, advertising products or services packaged with or originating from other ST products (including, but not limited to, classified advertising), and editorial content that meets ST’s quality standards. During the Term, ST will make reasonable efforts (primarily during the course of planning meetings between ST and MNRA) to solicit feedback from MNRA with respect to significant proposed changes pertaining to the Channel and to give MNRA advance notice of such changes; however, the final decision as to all matters pertaining to the Channel shall rest with ST.
 - e. MNRA acknowledges and agrees: (i) that ST, at ST’s sole discretion, may elect to use “ShopMinnesota” and/or one or more similar marks in connection with products and/or services other than the Online Product/Service Classification (including, but not limited to, media other than the Internet); and (ii) that this Agreement in no way limits ST’s right to use “ShopMinnesota” and/or any similar marks in connection with such other products and/or services and/or to apply for one or more state or federal trademark registrations in connection with such use.

8. **Business Listing Directory.**

- a. The “Business Listing Directory” (sometimes referred to as the “Directory”) is an online directory (similar to a “yellow pages” type directory) of business listings (each a “Listing”).
- b. Products offered by ST in connection with the Directory (“Directory Ad Products”) may vary from time to time, at ST’s discretion, but will generally include at least the following three categories, listed from highest to lowest in order of prominence of presentation: Premium Ads, Enhanced Listings, and Basic Listings.
 - i. “Premium Ad” refers to (i) a paid, highly-visible advertisement generally fixed to a particular position (page/section), keyword or group of keywords, and/or (ii) an upsold ad that originated from the Newspaper or other ST product or service. Generally, multiple pricing and package options of Premium Ads will be available.
 - ii. “Enhanced Listing” refers to a Listing that includes (i) all of the attributes of a Basic Listing; plus (ii) one logo, an e-mail link, a URL, and a simple design treatment (such as shading) to differentiate the Enhanced Listing from Basic Listings. (Currently, Enhanced Listings on the ST Shopping Channel are priced at \$400 on an annual basis.)
 - iii. “Basic Listing” refers to a basic “yellow pages” type listing that includes a business name and the addresses and phone numbers of all locations that are relevant to the user’s search parameters. Basic Listings may or may not have a web site/page tied to them, depending on what sites and pages are indexed by the ST Site’s search engine. (Currently, there is no charge to the advertiser for Basic Listings on the ST Shopping Channel.)
- c. ST, in its sole discretion, will determine the ways that the Directory Ad Products are presented on the ST Shopping Channel, and will also determine the types of consumer searches available.
- d. Currently, Directory Ad Products are presented on the ST Shopping Channel in response to the following user actions: Category Search; General Site Search; Ad/Product Investigation.
 - i. “Category Search” occurs when a user browses the Directory by category, which may include browsing just certain geographical regions/cities.
 - ii. “General Site Search” occurs as part of the natural results a user gets when performing a search (generally by keyword) of the ST Site or local web site on the ST Site.
 - iii. “Ad/Product Investigation” occurs when a user accesses ads or specific products within the ST Site Shopping Channel, in which event the applicable advertiser’s Listing is connected to the ad or product.

9. **Annual Member Benefits.** As further consideration for the performance of MNRA’s obligations under this Agreement, ST shall provide to each MNRA member retailer, free of charge, the Annual Member Benefits. “Annual Member Benefits” means (i) the Initial Annual Member Benefits; or, (ii) if, for technological or other reasons pertaining to ST’s business, ST can no longer offer the Initial Member Benefits at a cost to ST that is commercially reasonable, then a substitute set of benefits that are comparable in value to the Initial Annual Member Benefits. “Initial Annual Member Benefits” means the following benefits:

a. **Entry Level Enhanced Listing.**

- i. Beginning not later than fifteen (15) days after receiving the member list and information necessary to set up the enhanced listings from MnRAnd continuing thereafter throughout the Term, each MNRA member shall be entitled to the entry level Enhanced Listing then offered by ST in connection with the ST Site Shopping Channel.

- ii. Creation of MNRA members' Enhanced Listings will be accomplished as follows:
 - (1) Initially, MNRA will provide a data feed of the applicable Enhanced Listing information as it pertains to all current MNRA members;
 - (2) Thereafter, until such time as ST makes available to MNRA web-based tools for data entry, MNRA will provide a data feed of such information pertaining to new members, deletions and updated member information for inclusion in the Directory as frequently as once per week. As soon as ST makes available to MNRA web-based tools for data entry, MNRA will thereafter enter member information directly into the Directory database (unless ST, for security or other purposes, at any time elects a different data entry method). MNRA personnel will manage all changes to the Listing data for MNRA members, and will ensure that such information is complete and accurate.
 - (3) Notwithstanding the existence of the Directory database, MNRA will continue to maintain its own member database separately from the Directory database. MNRA acknowledges and agrees that ST shall in no way be responsible or accountable for managing or updating MNRA's own member database.
- b. **Inclusion of MNRA Designation and Link in Listing.** Each MNRA member's Listing (when displayed on the search return pages) shall include (i) a text-based designation that the business is a MNRA member; and (ii) a link to the MNRA Site. (ST shall consult with MNRA as to the initial form of the designation and link and any subsequent changes thereto. The form of the designation and link may change from time to time, and shall be determined by ST in ST's sole discretion.)
- c. **Discount on Interactive Marketing Product(s).** Each year during the Term, ST shall make available to MNRA members a discount ("Member Discount") on at least one ST Interactive marketing product/service. The number and selection of discounted product(s)/service(s) and the size of the discount(s) to be offered shall in each case be determined by ST at ST's sole discretion after consultation with MNRA; provided, however, that ST shall make such determination in good faith, recognizing that the discount opportunity needs to be sufficiently substantial to increase the value of being a MNRA member (as compared with the value of being an MNRA member when no discount on ST interactive marketing products/services is provided).
 - i. For those products/services for which the Member Discount applies, the Member Discount will be clearly labeled on sales materials that ST sales representatives routinely utilize with their existing and prospective customers. ST personnel will refer, to a designated MNRA representative, any of ST's customers who express an interest in learning more about MNRA membership and/or how to qualify for the MNRA Discount. MNRA may, at its discretion, also provide a brochure or other basic informational sheet that ST sales personnel may provide to interested businesses.
 - ii. The MNRA Discount is not stackable and cannot be combined with other discounts offered by ST. MNRA members who already qualify for advertising discounts with ST cannot apply the MNRA Discount to already discounted ST products/services.
 - iii. With respect to the first year of the Term, the Member Discount shall include (but shall not necessarily be limited to) the Ad Link Credit (as defined below).
- d. **Ad Link Credit.**
 - i. With respect to each month of the first year of the Term, ST shall provide to each then-current MNRA member a \$25 per month credit (the "Ad Link Credit") toward the purchase of Ad Link Ads. The monthly credits must be used in the same month issued and do not accrue month to month.

- ii. "Ad Link Ad" means a paid advertisement that (a) is created by or on behalf of an advertiser using self-service software provided by ST; (b) is composed of a brief text marketing message and one hotlink; (c) is assigned (by the advertiser) to one or more keyword terms for targeting purposes; and (d) is presented on search return pages, thereby providing the advertiser an opportunity to target visitors actively searching the ST Site (including but not limited to the Channel).
 - iii. Prior to placing an Ad Link Ad, the advertiser must create an account and deposit funds to cover any fees that will be incurred for delivery of the advertiser's Ad Link Ad. Fees for Ad Link Ad delivery are charged to the advertiser and deducted from advertiser's Ad Link account each time the Ad Link Ad is presented to a site visitor. The price per impression is based on a sliding scale, which, in turn, is based on the demand for the keyword(s) the advertiser has selected with respect to each Ad Link Ad.
10. **Search Box Code.** Commencing on or about the Launch Date and continuing thereafter throughout the Term, ST will provide software code ("Search Box Code") for a "ShopMinnesota" branded search box to appear, at the MNRA Site, returning Listings from the Channel. This search box code will enable MNRA Site visitors (i) to obtain a list of MNRA members that fulfill the user's search request; and (ii) to initiate a search of all Listings and content in the Channel. Placement of the search box on the MNRA Site will be on the MNRA Site's homepage but otherwise at the discretion of MNRA. MNRA, at MNRA's discretion, may make such code available to MNRA members for use on each member's web site at no additional cost.
11. **Retail Plus Designation and Benefits.**
- a. "Retail Plus Designation" means that MNRA will list ST as a Retail Plus+ vendor, with all the rights, privileges and obligations thereof.
 - b. "Retail Plus Benefits" means that MNRA will include, and coordinate with ST to include ST Offerings Information in all MNRA membership kits, MNRA newsletters, and at those MNRA-sponsored seminars, conferences and other events with respect to which inclusion of ST Offerings Information is appropriate to the subject matter of the event. The objective behind these activities is to increase advertising sales for ST.
 - i. "ST Offerings Information" means information about interactive advertising products/services (including but not limited to the Annual Member Benefits) offered by ST on the ST Site and other online services ST manages.
 - ii. At MNRA's discretion, MNRA may decide to allow and facilitate communication between ST and MNRA's members on other products/services ST offers.
12. **Consumer Promotion.**
- a. **Annual Consumer Promotional Plans.**
 - i. Each year during the Term, ST, in consultation with MNRA, will develop a promotional plan (the "Annual Consumer Promotional Plan," or "ACCP") for consumer promotion of the Channel during the following year (or, in the case of the first year, for that year).
 - ii. Although the ACCP for each year may vary from the ACCP for other years, the Channel will consistently be featured on the ST Site homepage; provided, however, that ST reserves the right, at any time and from time to time, to change the presentation and location of the page at ST's sole discretion.
 - b. **First Year.** Without limitation of the foregoing, the parties agree as follows with respect to the ACCP for the first year of the Term:
 - i. ST and MNRA will collaborate in good faith to develop and agree upon the ACCP for the Launch Period. ST will provide creative services and implement the ACCP marketing plans unless the parties determine that MNRA has more expertise in a particular area or for a particular task.

- ii. ST will promote "ShopMinnesota" as the new name of the ST Site Shopping Channel.
 - iii. Subject to MNRA's fulfillment of its obligation to secure prizes (see Section 12.b.iv., below), ST, throughout the Launch Period, will implement a weekly consumer promotional feature (e.g., a contest or other activity that may change from week to week) to promote the Channel to consumers (in each case, the activity shall be referred to as the "Weekly Consumer Promotional Feature").
 - iv. MNRA will assist financially and with the efforts of MNRA staff, board members and member businesses use commercially reasonable efforts to achieve the parties' goals pertaining to audience and usage of the services to which the Selected Service Marks apply, and will also coordinate obtaining prizes (at no cost to ST) from MNRA members for use in the Weekly Consumer Promotional Feature.
13. **Planning Sessions.** Throughout the Term, the parties mutually agree to meet with each other on a semi-annual basis to coordinate the performance of their respective obligations with respect to this Agreement. In addition, each party acknowledges its good faith intention to meet with the other party during the final six (6) months of the Term to discuss the potential for future mutually beneficial transactions between the parties.
14. **Confidentiality.** The parties anticipate that, in connection with the Project, each party hereto (in each case, the Owner,") may from time to time disclose to the other party (in each case, the "Recipient"), certain of its Confidential Information. ("Confidential Information" of a given Owner means the Owner's proprietary business or technical information (including, but not limited to, information regarding the Owner's business plans; its products or services; its costs; its advertising, promotions and sales methods (including, but not limited, to search engines or support software); and its customers.)
- a. Before or at the time of disclosing to Recipient any item of Confidential Information, Owner shall designate the item (either orally or in writing) as being confidential (all information so designated shall be "Protected Information" of the Owner). Owner may also designate an entire discussion or group of documents as confidential, in which case all information so provided shall be deemed the Owner's "Protected Information." Without limitation of the foregoing, the terms of this Agreement, including, without limitation, prices, constitute the Protected Information of each party without the necessity of marking, and will not be disclosed to third parties (except any Affiliate of a party) without the other party's prior written approval. ("Affiliate" of a party means an entity that controls, is controlled by or is under common control with the party.)
 - b. Notwithstanding, any provision of this Agreement to the contrary, the following information shall not be "Protected Information":
 - i. Information that was in the possession of Recipient prior to its receipt from Owner or was independently developed by Recipient's employees or agents who had no exposure to the Owner's Protected Information;
 - ii. Information that is or becomes information in the public domain through publication or otherwise, all through no fault of Recipient; or
 - iii. Information that Recipient receives in good faith from a third party, where the information is relayed without accompanying notice that the information is confidential.
 - c. With respect to each item of Protected Information, Recipient agrees to do the following for a period of three (3) years from the date Recipient receives Owner's Protected Information:
 - i. To refrain from using Owner's Protected Information for any purpose other than the purpose of performing Recipient's obligations with respect to the Project;
 - ii. Except to the extent otherwise required by law, to refrain from disclosing the Owner's Protected Information to any person other than Project Personnel;

- iii. To disclose the Owner's Protected Information to Project Personnel only under obligation of confidentiality binding upon such Project Personnel; and
 - iv. To take reasonable measures to prevent unauthorized disclosure of the Owner's Protected Information, using at least the same degree of care to avoid disclosure of the Owner's Protected Information as Recipient uses with respect to its own Confidential Information of like importance.
- d. If the Recipient at any time is required to disclose any Owner's Protected Information to any government agency or court of competent jurisdiction, the Recipient shall promptly notify the Owner of the required disclosure (prior to the disclosure, whenever possible, so that the Owner may seek an appropriate protective order).
- e. Recipient acknowledges and agrees as follows:
- i. That Recipient has entered into this Agreement in order to induce Owner to disclose the Owner's Protected Information to Recipient; and
 - ii. That Owner, in disclosing the Owner's Protected Information to Recipient, shall be entitled to rely on this Section of the Agreement and to enforce this Section of the Agreement through any remedy available to it at law or in equity including, but not limited to, obtaining preliminary injunctive relief.
- f. Neither the terms of this Section nor any other terms of the Agreement shall be construed to limit the right of either party, as Recipient, to independently develop or acquire products or services without the use of the Owner's Protected Information.
15. **Publicity.** The parties will cooperate to create any and all appropriate public statements, press releases and other announcements relating to the relationship set forth in this Agreement. Except (i) as otherwise permitted by this Agreement; or (ii) as required by law or legal process; or (iii) for routine reference to the existence of the business relationship between them, neither party shall make any public statement, press release or other announcement relating to the terms or existence of this Agreement without the prior consent of the other.
16. **Ownership of ST Software and Content and ST Site User Data.**
- a. **ST Software and Content.** MNRA acknowledges and agrees that MNRA does not have any claim, right, title or interest in or to the ST Software and Content, and that, as between ST and MNRA, all ST Software and Content shall belong exclusively to ST. ("ST Software and Content" means the Search Box Code and all software and/or content on the ST Site and/or the ST Site Shopping Channel.)
 - b. **ST Site User Data.** MNRA acknowledges and agrees that MNRA does not have any claim, right, title or interest in or to any ST Site User Data including, but not limited to, Personally Identifying User Data and Aggregate User Data, and that, as between ST and MNRA, all ST Site User Data shall belong exclusively to ST. ("ST Site User Data" means any and all data collected by ST pertaining to persons who visit all or any portion of the ST Site including, but not limited to, the ST Site Shopping Channel. "Personally Identifying User Data" means User Data that includes personally identifying information (e.g., name, address, phone number, etc.) pertaining to any one or more users. "Aggregate User Data" means aggregate data pertaining to usage of the ST Site or any one or more channels thereof, but which data does not include Personally Identifying User Data.)
17. **Intellectual Property.**
- a. **MNRA Warranty and Indemnity.**
 - i. **Warranty.** MNRA warrants to ST that MNRA has the right to transfer ownership of the ShopMinnesota Property and that to the best of MNRA's knowledge the ShopMinnesota Property does not infringe any service mark belonging to a third party. MNRA further represents and warrants to the

best of MNRA's knowledge as of the Effective Date of this Agreement (i) there are no pending or threatened trademark infringement claims against MNRA regarding the ShopMinnesota Property; and (ii) MNRA is unaware of any third party using the ShopMinnesota Property.

ii. Indemnity. At its own expense, MNRA will indemnify, hold harmless and defend or settle any trademark infringement claim or action involving the ShopMinnesota Property filed or brought against MNRA or ST before the Effective Date of this Agreement. In the event a trademark infringement claim is brought before the Effective Date of this Agreement, ST agrees to provide MNRA with (a) prompt written notice of the claim or action; (b) control and authority over the defense or settlement thereof; and (c) such reasonable amounts of information and assistance as may be necessary to settle and/or defend any such claim or action.

b. ST Warranty and Indemnity.

i. Warranty. ST warrants to MNRA and each MNRA Affiliate that the Search Box Code is owned or properly licensed by ST, and that neither the provision of the Search Box Code to MNRA nor use thereof by MNRA or any MNRA Affiliate as contemplated by this Agreement infringes upon any patent, copyright, trademark, trade secret or other intellectual property right of a third party. ST further represents and warrants (i) that there is currently no pending, or to the best of ST's knowledge, threatened intellectual property claim or action by or against ST regarding the Search Box Code; and (ii) that, to the best of ST's knowledge, there is not currently any use of the Search Box Code by others that would or might tend to be adverse to the rights of ST.

ii. Indemnity. At its own expense, ST will defend or, at its option, settle, any claim or action brought against MNRA or any MNRA Affiliate to the extent it is based on a claim that MNRA's use of the Search Box Code infringes any patent, copyright, trademark, trade secret or other intellectual property right of a third party, and ST will indemnify and hold MNRA harmless from and against any losses, damages, and expenses directly caused by such claim of infringement and assessed against MNRA or any MNRA Affiliate. In each such case, MNRA will provide ST with (a) prompt written notice of the claim or action; (b) control and authority over the defense or settlement thereof; and (c) such reasonable amounts of information and assistance as may be necessary to settle and/or defend any such claim or action.

18. Notice. All written notices required or permitted pursuant to this Agreement shall be delivered by certified mail, commercial overnight delivery service or confirmed facsimile transmission. Notices shall be addressed to the other party at its address set forth below, or to such other person and place as either party designates by notice in writing to the other party. Notices will be deemed served when received or, if receipt is not accomplished by reason or some fault of the addressee, when tendered.

a. If to MNRA: Minnesota Retail Association
400 Robert Street North
Suite 1540
St. Paul, MN 55101
ATTN: Bruce Anderson, President

b. If to ST: Star Tribune
425 Portland Avenue
Minneapolis, MN 55488
ATTN: Roxanne Oswald, Director of Business Development, Interactive Media

with a copy to:
The McClatchy Company
2100 Q Street
Sacramento, CA 95816
ATTN: Karole Morgan-Prager, General Counsel

19. **LIMITATION OF LIABILITY.** EXCLUDING LIABILITY ARISING FROM A PARTY'S OBLIGATION TO INDEMNIFY THE OTHER PARTY AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, EACH PARTY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO \$5,000. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, OR ANTICIPATED PROFITS, OR OTHER ECONOMIC LOSS) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY THEREOF.

20. **Miscellaneous.**

- a. **Severability.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and such provision shall be construed, narrowed or eliminated by such court to the minimum extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied.
- b. **Governing Law.** This Agreement shall be governed by and construed in accordance with applicable U.S. federal law and with the internal the laws of the state of Minnesota, without giving effect to the choice of law principles thereof.
- c. **Waiver.** Any waiver of, or promise not to enforce, any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the party against whom the alleged waiver is sought to be enforced. Any waiver or renunciation by a party of any claim or right arising out of a breach by the other party of any provision of this Agreement shall not be deemed a waiver or renunciation of any claim or right arising out of a subsequent breach of the same provision and shall not affect said other party's obligation to comply with the same provision in the future.
- d. **Assignment.** Neither party has the right or the power to assign this Agreement to any other person or entity without the prior written consent of the other party, except to an entity which is or becomes the transferee of substantially all of the assets of the assigning party.
- e. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- f. **Counterparts.** This Agreement may be executed in any number of duplicate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each person signing below represents that he/she is duly authorized to execute this Agreement for and on behalf of the party for whom he/she are signing.
- g. **Survival.** Any provision of this Agreement apparently to the contrary notwithstanding, those rights and obligations of the parties pursuant to this Agreement which logically survive termination hereof (including, for example, those provisions pertaining to Final Transfer, indemnification and/or Protected Information), shall survive any expiration or termination of this Agreement. Without limitation of the foregoing, Sections 2, 3, 14, 16, 17, 19 and 20 shall survive any expiration or termination of this Agreement.
- h. **Relationship of Parties.** The parties are independent contractors. Neither party has, nor will it represent that it has, any authority to assume or create any obligation, express or implied, on behalf of the other party, or to represent the other party as agent, employee, or in any other capacity.
- i. **Entire Agreement.** This Agreement constitutes the final, complete and exclusive agreement between the parties concerning the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, written or oral, between the parties with respect thereto. Any

modification, revision or amendment of this Agreement shall not be effective unless made in a writing executed by both of the parties.

Minnesota Retail Association, Inc.

By: Bruce W. Anderson

Printed Name: Bruce W. Anderson

Title: President

Date: May 4, 2005

Star Tribune, a division of The Star Tribune Company

By: [Signature]

Printed Name: KEN FIDDIK

Title: EXECUTIVE DIRECTOR INTERACTIVE MEDIA

Date: 5/6/05

2284788v2

Exhibit A: Selected Service Marks

Success!

We have received your application and assigned serial number 78518262 to your submission. We will send an Email summary of the application data to 'mnra@mnretail.org', which will be your official confirmation of receipt. For electronically-submitted applications, the USPTO will no longer mail an additional paper filing receipt. However, since e-mail is not always reliable, please print out and save this notice. If the USPTO later determines that no filing date was justified, your submission will be returned, and your filing fee will be refunded. You would then have the opportunity to cure the deficiency, and re-file the application. Thank you.

NOTE: Do **NOT** send a duplicate paper copy of this filing to the USPTO, as it will interfere with the proper processing of the electronic submission and will result in your being charged for two filings, neither of which can be refunded.

TEAS support team**Wed Nov 17 10:15:56 EST 2004**

STAMP: USPTO/BAS-6412236167-20041117101556715085-78518262-200bd71f0fc18bf0d7068b31a56aa1b89-CC-822-20041117100531675400

Trademark Electronic Application System (TEAS) serviceU.S. Patent and Trademark OfficeTEAS@uspto.gov

*electronically
filed 11/17/04
began 8:35 am
completed 9:16 am
CMM*

State of Minnesota

SECRETARY OF STATE

Certificate of Registration of Mark

I, Mary Kiffmeyer, Secretary of State of Minnesota, do certify that: The applicant listed below has on this date filed in the Office of the Secretary of State an application for the registration of the mark described below. Registration of this mark is granted to the applicant for a period of ten years from this date, under the terms and subject to the limitations of Minnesota Statutes, Chapter 333. The applicant claims the date listed below as the date of first use of the mark in this state, and the attached drawing, print or representation is a true and correct specimen of the mark.

Name of Applicant: Minnesota Retailers Assoc

Type: Service

Description of Mark: shopminnesota

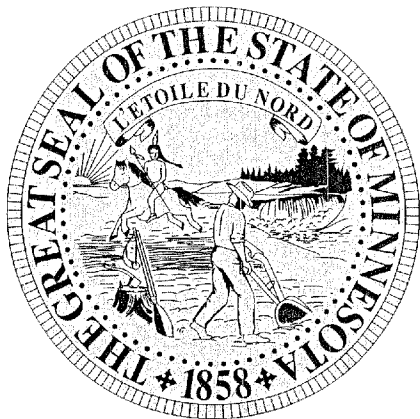
Date of First Use in this State: 12/20/2003

Classification of Mark: 35

Registration Number of Mark: 792765-2

Mark Used On or In Connection With: virtual mall, have variety of stores, just like a normal mall

This certificate has been issued on: 02/17/2004.



Mary Kiffmeyer
Secretary of State.

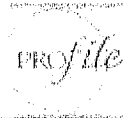
TRADEMARK

REEL: 003087 FRAME: 0916



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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	812879-2	Entity Type:	Trade and Service Marks
Original Date of Filing:	3/2/2004	Entity Status:	Active
Date First Used:	2/24/2004	Type of Mark:	S
Classification Number:	35	Use in connection with:	virtual online mall
Entity Date to Expire:	03/02/2014		
Name:	ShopMN & logo design		

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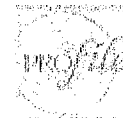
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http://da.sos.state.mn.us/minnesota/corp_inquiry/corp_inquiry-entity...



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BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number:	792765-2	Entity Type:	Trade and Service Marks
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Entity Date to Expire:	02/17/2014		
Name:	shopminnesota		

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