

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CP Media, Inc.		06/06/2006	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	GateHouse Media Massachusetts I, Inc.
Street Address:	350 WillowBrook Office Park
City:	Fairport
State/Country:	NEW YORK
Postal Code:	14450
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1475873	BEACON
Registration Number:	2069641	TOWNONLINE
Registration Number:	2395203	TOWN ONLINE.COM
Registration Number:	3010523	
Serial Number:	78662412	EASYPAYPER

CORRESPONDENCE DATA

Fax Number: (212)728-9183
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-728-8000
 Email: cseabring@willkie.com
 Correspondent Name: Courtenay Seabring
 Address Line 1: 787 Seventh Avenue
 Address Line 2: Willkie Farr & Gallagher LLP
 Address Line 4: New York, NEW YORK 10019

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NAME OF SUBMITTER:	Courtenay Seabring
Signature:	/CourtenaySeabring/
Date:	06/15/2006
Total Attachments: 4 source=CP-TM-asssignment#page1.tif source=CP-TM-asssignment#page2.tif source=CP-TM-asssignment#page3.tif source=CP-TM-asssignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of June 6, 2006 (the "Effective Date") from CP Media, Inc., a Massachusetts corporation with its principal office located at One Herald Square, Boston, MA 02118 ("Assignor") to GateHouse Media Massachusetts I, Inc., a Delaware corporation with its principal office at 350 WillowBrook Office Park, Fairport, NY 14450 ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated May 5, 2006 (the "Purchase Agreement"), under which Assignor agreed to sell, and Assignee agreed to purchase, substantially all of the assets and the newspaper business (the "Business") of Assignor;

WHEREAS, included among the assets to be purchased by Assignee are all the federal, state and common law trademarks and service marks used in the Business, and all the goodwill associated therewith (collectively the "Marks"), including federal trademark applications and registrations listed on EXHIBIT A attached hereto, and the state trademark applications and registrations listed on EXHIBIT B attached hereto; and

WHEREAS, Assignee is this date purchasing the Business as a going concern subject to and in accordance with the terms of the Purchase Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby agrees as follows:

1. All terms not otherwise defined in this Assignment shall have the same respective meanings ascribed to them in the Purchase Agreement.
2. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns the entire right, title, and interest in and to the Marks, together with the registrations of and registrations for the Marks, and the goodwill of the Business symbolized by and associated with said Marks and registrations thereof, including, but not limited to, the following:
 - (a) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill; and
 - (b) the right to prosecute and secure registrations therein in Assignee's own name and to secure renewals of the registrations of the Marks.
3. In the case of any conflict in the terms of this Trademark Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall control.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed as a sealed instrument as of the date written below by its officer thereunto duly authorized.

CP MEDIA INC.

By: *P. Purcell*
Name: Patrick Purcell
Title: President
Date: June 5, 2006

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

On this 5th day of June, 2006, before me, the undersigned notary public, personally appeared Patrick Purcell (name) President (title) of CP Media Inc., proved to me through satisfactory evidence of identification, which were MA Drivers License, to be the person whose name is signed on the preceding or attached document in my presence.

Alan Melton (official signature and seal of notary)

My commission expires March 15, 2007

EXHIBIT A

Federal Trademarks:

	Mark	Ser. No.	Reg. No.	Status	Owned By
1	BEACON	73/614,001	1,475,873	Registered	CP Media
2	TOWN ONLINE	75/125,180	2,069,641	Registered	CP Media
3	TOWN ONLINE.COM & Design	75/693,795	2,395,203	Registered	CP Media
4	[Picket Fence Logo] (Design)	78/289101	3,010,523	Registered	CP Media
5	EASYPAYPER	78662412	N/A		CP Media

EXHIBIT B

State Trademarks:

	Mark	State	Reg. No.	Reg. Date	Class
1.	AUTO WEEKLY	RI	960,806	08/29/96	16
2.	AUTO WEEKLY	RI	960,810	08/29/96	35
3.	READER'S CHOICE AWARDS	MA	55,793	04/22/98	42
4.	AUTO WEEKLY	NH		05/03/96	16
5.	AUTO WEEKLY	NH		05/03/96	35
6.	AUTO WEEKLY	MA	52,622	05/01/96	16
7.	AUTO WEEKLY	MA	52,625	05/01/96	35
8.	BOSTON HOMES THE COMPLETE GUIDE	MA	57,262	04/21/99	16
9.	BOSTON TAB	MA	65,962	4/5/05	16
10.	COMMUNITY CLASSIFIEDS	MA	51,183	05/05/95	16
11.	COMMUNITY CLASSIFIEDS	MA	51,184	05/05/95	35
12.	FRAMINGHAM TAB	MA	38,550	06/10/86	16
13.	METROWEST PARENT	MA	55,893	05/07/98	16
14.	NATICK TAB (Not Renewing)	MA	38,549	06/10/86	16
15.	TOWN ONLINE	MA	52,832	06/25/96	42
16.	WELLESLEY TAB (Not Renewing)	MA	38,548	06/10/86	16
17.	WESTON TAB (Not Renewing)	MA	38,547	06/10/86	16
18.	TOWN ONLINE	NH		06/25/96	42
19.	Easy Payper	MA		(Just filed)	
20.	Natick Bulletin & Tab	MA		(Just filed)	
21.	Town Online	RI	960,611	6/25/96	35