

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/29/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
KR U.S.A., Inc.		06/29/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	PMH Holdings, LLC
Street Address:	Corporation Trust Center
Internal Address:	1209 Orange Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	0270787	THE PHILADELPHIA INQUIRER
Registration Number:	2022196	PHILADELPHIA DAILY NEWS

**CORRESPONDENCE DATA**

Fax Number: (215)575-7200  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (215) 575-7000  
 Email: jgoldschmidt@dilworthlaw.com  
 Correspondent Name: John W. Goldschmidt, Jr.  
 Address Line 1: 3200 Mellon Bank Center  
 Address Line 2: 1735 Market Street  
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	06-1028
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NAME OF SUBMITTER:	John W. Goldschmidt, Jr.
Signature:	/John W. Goldschmidt, Jr./
Date:	06/30/2006
Total Attachments: 4 source=KR USA#page1.tif source=KR USA#page2.tif source=KR USA#page3.tif source=KR USA#page4.tif	

## TRADEMARK ASSIGNMENT

WHEREAS, KR U.S.A., Inc., a corporation of the State of Delaware, located and doing business at 50 W. San Fernando Street, San Jose, California 95113 (hereinafter "KR U.S.A."), is the owner of the trademarks, registrations, and applications for registration set forth in Schedule A attached hereto (collectively the "Scheduled Trademarks"); and

WHEREAS, PMH Holdings, LLC, a limited liability company of the State of Delaware, and a wholly owned subsidiary of Philadelphia Media Holdings, LLC, having a registered office at the Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801 (hereinafter "PMH Holdings"), desires to acquire certain trademarks, service marks, and other source identifying designations, including but not limited to the Scheduled Trademarks, as successor to the business to which such marks pertain.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, KR U.S.A. agrees as follows:

1. KR U.S.A. hereby sells, assigns, transfers and sets over to PMH Holdings, and PMH Holdings hereby accepts from KR U.S.A.:
  - a. all right, title, and interest in and to the Scheduled Trademarks together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefore, and to the extent transferred pursuant to that certain Stock and Asset Purchase Agreement by and between The McClatchy Company and Philadelphia Media Holdings, LLC dated as of May 23, 2006, the business to which such Scheduled Trademarks pertain;
  - b. all right, title, and interest in and to all other trademarks, service marks or other source identifying designations used solely in connection with the Business (as that term is defined in the Stock and Asset Purchase Agreement by and between Philadelphia Media Holdings, LLC and The McClatchy Company, dated May 23, 2006) (collectively the "Unscheduled Trademarks") together with the goodwill associated therewith, as well as all trademark and service mark applications and registrations therefore, and to the extent transferred pursuant to that certain Stock and Asset Purchase Agreement by and between The McClatchy Company and Philadelphia Media Holdings, LLC dated as of May 23, 2006, the business to which such Unscheduled Trademarks pertain; and
  - c. the right to apply for registrations and to sue and collect damages and/or profits for both past and present infringements of, or other causes of action related to, the Scheduled Trademarks and/or Unscheduled Trademarks.

2. KR U.S.A. shall, at PMH Holdings' expense, execute and deliver to PMH Holdings such other instruments of sale, transfer, conveyance, assignment, and confirmation, and take such other action to perfect and exercise the rights conveyed hereunder, as may be reasonably requested by PMH Holdings.
3. This Assignment shall be binding upon and inure to the benefit of KR U.S.A. and PMH Holdings, their successors, assigns, legal representatives and all others acting by, through, with or under their direction, and all those in privity therewith.

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IN WITNESS WHEREOF, KR U.S.A. has caused this Assignment to be executed by its duly authorized representative.

Executed on June 29, 2006

KR U.S.A., INC.

By: Karole Morgan Prager

Name: Karole Morgan Prager

Title: Executive VP & Assist. Corp. Secretary

[Signature Page to KR U.S.A. Trademark Assignment]

**SCHEDULE A**

**TRADEMARKS**

**United States Trademark Registrations in the name of KR U.S.A., Inc.**

<b><u>Trademarks</u></b>	<b><u>Registration No.</u></b>	<b><u>Date of Registration</u></b>
<b>THE PHILADELPHIA INQUIRER</b>	270,787	May 13, 1930
<b>PHILADELPHIA DAILY NEWS</b>	2,022,196	December 10, 1996

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**RECORDED: 06/30/2006**

**TRADEMARK  
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