

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KR USA Inc.		07/28/2006	CORPORATION: DELAWARE
Knight Ridder Digital		07/28/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilkes-Barre Publishing Company, Inc.		
<b>Street Address:</b>	15 N. Main Street		
<b>City:</b>	Wilkes-Barre		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18711		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2593172	NORTHEASTERN PENNSYLVANIA'S HOME PAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147581500		
<b>Email:</b>	estafford@pattonboggs.com		
<b>Correspondent Name:</b>	Darren W. Collins		
<b>Address Line 1:</b>	2001 Ross Avenue; Suite 3000		
<b>Address Line 2:</b>	Patton Boggs LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	023714.0100		
<b>NAME OF SUBMITTER:</b>	Darren W. Collins		
<b>Signature:</b>	/Darren W. Collins/		

OP \$40.00 2593172

Date:

08/02/2006

**Total Attachments: 6**

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), dated as of July 28, 2006 ("Effective Date"), is made by and between KR USA, Inc., a Delaware corporation, Knight Ridder Digital, a Delaware corporation ("Assignor"), and Wilkes-Barre Publishing Company, Inc., a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Assignor is a party to that certain Stock and Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 26, 2006, pursuant to which, among other things, Assignor has agreed to sell to Assignee certain assets including its Intellectual Property (as defined below); and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Intellectual Property.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises, mutual representations, warranties, covenants and agreements hereinafter set forth and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Assignment, Assignor hereby assigns, transfers, sells and conveys to Assignee, as of the Effective Date, all of its right, title, and interest in and to the following intellectual property (collectively, "Intellectual Property"):

(a) all trade names, trademarks, service marks, trade dresses, logos, designs and slogans, whether in word mark, stylized or design format, registered and unregistered, throughout the world, owned by Assignor comprising the Business Intellectual Property (as defined in the Purchase Agreement), including, without limitation, those registrations and applications listed on Attachment 1 to the Trademark Assignment attached as Exhibit A hereto (the "Marks"), together with the goodwill of the business associated with and symbolized by the Marks and all rights, claims and privileges pertaining to such Marks, including, without limitation, the right to prosecute and maintain trademark applications and registrations for such Marks, and the right to sue and recover damages for past, present and future infringement of such Marks; and

(b) all copyrights, registered and unregistered, owned by Assignor comprising the Business Intellectual Property (as defined in the Purchase Agreement), and all rights, claims and privileges pertaining thereto, including, without limitation, the right to prosecute and maintain copyright applications and registrations for such copyrights, and the right to sue and recover damages for past, present and future infringement of such copyrights; and

(c) all other intellectual property and other proprietary rights owned by Assignor comprising the Business Intellectual Property (as defined in the Purchase

Agreement), including, without limitation, know-how, trade secrets, inventions (whether or not patentable), formulas, processes, invention disclosures, technology, technical data or information, software and documentation therefor, object code, source code (including all programmers' notes), procedures, methods, works of authorship, and other documentation, data and information and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement of such intellectual property and proprietary rights.

2. Assignor shall take all actions reasonably requested by Assignee (at Assignee's expense), and shall execute any documents as may be reasonably requested by Assignee, from time to time to fully vest or perfect in Assignee all right, title and interest in and to the Intellectual Property. Such actions shall include, without limitation, execution of the assignment attached hereto as Exhibit A and providing documents and information useful or necessary for Assignee or its affiliates, designees or agents to prosecute or maintain any registration or application for any Intellectual Property, or pursue or defend any administrative, court, or other legal proceeding involving any of the Intellectual Property.

3. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, excluding the choice-of-law provisions thereof.

5. This Assignment may be executed in multiple counterparts, each of which shall be an original and all of which, taken together, shall be deemed to be one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed as of the date set forth below.

**ASSIGNOR:**

**ASSIGNEE:**

**Knight Ridder Digital**

**WILKES-BARRE PUBLISHING  
COMPANY, INC.**

By: *Karole Morgan-Prager*  
Name: *Karole Morgan-Prager*  
Title: *Executive Vice President and Assistant*  
Date: *Corporate Secretary*

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**KR USA, Inc.**

By: *Karole Morgan-Prager*  
Name: *Karole Morgan-Prager*  
Title: *Executive Vice President and Assistant*  
Date: *Corporate Secretary*

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

**TRADEMARK**  
**REEL: 003360 FRAME: 0474**

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be signed as of the date set forth below.

**ASSIGNOR:**

**Knight Ridder Digital**

By: \_\_\_\_\_

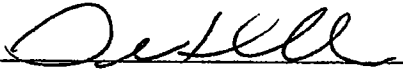
Name:

Title:

Date:

**ASSIGNEE:**

**WILKES-BARRE PUBLISHING  
COMPANY, INC.**

By:  \_\_\_\_\_

Name:

Title:

Date:

**KR USA, Inc.**

By: \_\_\_\_\_

Name:

Title:

Date:

EXHIBIT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment") dated as of July 28, 2006 ("Effective Date"), is made by and between Knight Ridder Digital, a Delaware corporation ("Assignor"), and Wilkes-Barre Publishing Company, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee have entered into an Assignment of Intellectual Property, executed on even date herewith, pursuant to which Assignor has agreed to assign to Assignee the Marks (as defined below).

NOW, THEREFORE, for good and valuable consideration, including the promises and covenants set forth in the Assignment of Intellectual Property, the parties agree as follows:

**1. Marks.**

"Marks" shall mean the trade names, trademarks, service marks, trade dresses, logos, designs and slogans, in word mark, stylized and/or design formats which are the subject of the registrations and pending applications identified in Attachment 1 attached hereto.

**2. Assignment.**

Assignor hereby assigns, transfers, sells and conveys to Assignee all of its rights, title and interest throughout the world in and to the Marks, and the registrations and applications relating thereto, together with the goodwill of the business symbolized by the Marks and all rights, claims and privileges pertaining thereto, including, without limitation, the right to sue and recover damages for past, present and future infringement thereof, and the right to prosecute and maintain trademark applications and the registrations for the Marks.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed as of the date set forth below.

**ASSIGNOR:**

**Knight Ridder Digital**

**ASSIGNEE:**

**WILKES-BARRE PUBLISHING  
COMPANY, INC.**

By: *KAROLE MORGANT PRAGER*  
Name: *Karole Morgant Prager*  
Title: *Executive Vice President and*  
Date: *Assistant Corporate Secretary*

**ATTACHMENT I**

U.S. TRADEMARKS					
Trademark Name	Application Serial No.	Application Filing Date	Reg. Number	Reg. Date	Date First Used
NORTHEASTERN PENNSYLVANIA'S HOME PAGE			2,593,172 (Owner: Knight Ridder Digital)	July 9, 2002	July 2000