

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the assignor previously recorded on Reel 002791 Frame 0882. Assignor(s) hereby confirms the Assignment.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lee Publications, Inc.		08/21/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Liberty Group Idaho Holdings, Inc.
Street Address:	3000 Dundee Road
Internal Address:	Suite 202
City:	Northbrook
State/Country:	ILLINOIS
Postal Code:	60062
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2847486	THE JOURNAL-STANDARD

CORRESPONDENCE DATA

Fax Number: (212)728-8111
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 728-8979
 Email: ipdept@willkie.com
 Correspondent Name: Dorota N. Clegg
 Address Line 1: 787 Seventh Avenue
 Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	116287.00004
NAME OF SUBMITTER:	Dorota N. Clegg
Signature:	/dorotanclegg/

CH \$40.00 2847486

Date:

08/22/2006

Total Attachments: 8

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REGISTRATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tap settings: [] [] [] [] [] []

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1 Name of conveying party(ies):
Lee Procurement Solutions Co.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3 Nature of conveyance

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date 2/3/04

2. Name and address of receiving party(ies)

Name: Liberty Group Loan Holdings, Inc.

Internal Address: Suite 202

Street Address: 3000 Dundee Road

City: Northbrook State: IL Zip: 60062

- Individual(s) ownership
- Association
- General Partnership
- Limited Partnership
- Corporation-State: Delaware
- Other

If assigned or not assigned in the United States, a domestic representative designation is attached Yes No
(Designations must be a separate document from assignments; additional forms & address are attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 78/196,753

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Deborah A. Wing

Internal Address: KM2 Rosenman, Suite 1600

Street Address: 525 West Monroe Street

City: Chicago State: IL Zip: 60661

6. Total number of applications and registrations involved 1

7. Total fee (37 CFR 3.41)..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1214

DO NOT USE THIS SPACE

9. Signature

Deborah A. Wing

Name of Person Signing



Signature

February 5, 2004

Date

All documents to be recorded with requisite cover sheet information to:
Commissioner of Patents and Trademarks, Bus. Assignments
Washington, D.C. 20231

CH 5:40.00 50-12-14 78196753

700065457

TRADEMARK
REEL: 002791 FRAME: 0882

TRADEMARK
REEL: 003375 FRAME: 0061

**CORRECTIVE ASSIGNMENT OF
INTELLECTUAL PROPERTY RIGHTS**

This Corrective Assignment of Intellectual Property Rights ("Corrective Assignment") is made this 21 day of August, 2006, by Lee Procurement Solutions Co., an Iowa corporation ("LPS"), Lee Publications, Inc., a Delaware corporation ("LPI"), and Liberty Group Idaho Holdings, Inc., a Delaware corporation ("Liberty Idaho").

A. Reference is made to that certain Assignment of Intellectual Property entered February 3, 2004, between LPS and Liberty Idaho (the "Assignment") relating to the federal trademark registration for *The Journal Standard* (Serial No. 78/196,753; Registration No. 2,847,486) (the "Trademark"). The Assignment was recorded with the U.S. Patent & Trademark Office at Reel/Frame 2791/0882.

B. The Assignment contains a certain error which, if not corrected, will not delineate the correct chain of title of the Trademark. Namely, LPS was designated as assignor instead of LPI. LPS and LPI are both subsidiaries of Lee Enterprises, Incorporated.

In light of the foregoing, the Assignment is amended to properly indicate that LPI is the assignor of the Trademark. Specifically, Paragraph 1 of the Assignment shall read:

LPI hereby assigns and transfers to Liberty Idaho all of its rights, title and interest in and to the Intellectual Property, and all rights to due for and receive all damages occurring from past infringements of the Intellectual Property.

Additionally, all references to LPS in Paragraph B, C, and 2 of the Assignment shall be amended to refer to LPI.

Except as amended by this Corrective Assignment, the aforementioned Assignment is hereby confirmed.

Lee Procurement Solutions Co.

By: 

C. D. Waterman III

Its: Secretary

Lee Publications, Inc.

By: 

C. D. Waterman III

Its: Secretary

Liberty Group Idaho Holdings, Inc.

By: 

Its: 

TRADEMARK

REEL: 003375 FRAME: 0062

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made this ___ day of February, 2004, between Lee Procurement Solutions Co., an Iowa corporation ("LPS"), and Liberty Group Idaho Holdings, Inc., a Delaware corporation ("Liberty Idaho").

A. Pursuant to an Asset Exchange Agreement, dated as of January 15, 2004 (the "Asset Exchange Agreement"), among Liberty Group Publishing, Inc., a Delaware corporation ("Liberty"), Liberty Group Operating, Inc., a Delaware corporation, Liberty Group Nevada Holdings, Inc., a Delaware corporation, Elko Daily Free Press, a Nevada corporation, Liberty Idaho Lee Enterprises, Incorporated, a Delaware corporation ("Lee"), Lee Publications, Inc., a Delaware corporation, and LPS, LPS has agreed to assign the Lee Acquired Assets set forth on the attached Exhibit A ("Intellectual Property") to Liberty or a Liberty Subsidiary designated by Liberty, and Liberty or such designated Liberty Subsidiary have agreed to accept from LPS such Intellectual Property, for the consideration and on the terms and conditions set forth in the Asset Exchange Agreement. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Asset Exchange Agreement.

B. Liberty Idaho has been designated by Liberty as the Person to whom LPS should assign the Intellectual Property of or with respect to the *Journal Standard*, Freeport, Illinois.

C. Liberty Idaho desires to acquire LPS's entire right, title and interest in, to and under the Intellectual Property rights.

NOW, THEREFORE, pursuant to the Asset Exchange Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LPS and Liberty Idaho agree as follows:

1. **Assignment.** LPS hereby assigns and transfers unto Liberty Idaho all of its right, title and interest in and to the Intellectual Property, and all rights to sue for and receive all damages occurring from past infringements of its Intellectual Property.

2. **Cooperation and Protection.** Upon the reasonable request of Liberty Idaho, LPS hereby agrees to cooperate in any and all efforts of Liberty Idaho reasonably necessary to register with any governmental authorities the Intellectual Property or otherwise evidence the proprietary rights of Liberty Idaho in the Intellectual Property rights conferred hereby. Upon the reasonable request of Liberty Idaho, LPS further agrees to cooperate in any and all efforts of Liberty Idaho reasonably necessary to effectuate the transfer of the Intellectual Property rights to Liberty Idaho, including but not limited to, execution and delivery of additional instruments reasonably required to effectively consummate the transactions contemplated by this Assignment, and to cooperate with Liberty Idaho in the protection and defense of Liberty Idaho's proprietary interest in the Intellectual Property rights conferred hereby.

3. ~~No Amendment~~ Nothing herein contained shall modify, amend or otherwise effect the duties, obligations, liabilities, warranties, or representations of Liberty or Lew set forth in the Asset Exchange Agreement.

4. ~~Binding Effect~~ This Assignment shall be binding upon and adhere to the benefit of the parties hereto and their respective successors and assigns.

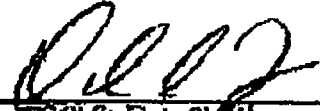
5. ~~Counterparts~~ This Assignment may be executed in one or more counterparts and shall be effective upon its execution by all parties to this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Rights on the date first written above.

LEE PROCUREMENT SOLUTIONS CO.

By: _____
Carl G. Schmidt
Its: President and Director

LIBERTY GROUP IDAHO HOLDINGS,
INC.

By: 
Name: Daniel D. Lewis
Its: Vice President Secretary

STATE OF IOWA)
)
COUNTY OF SCOTT)

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this _____ day of February, 2004, by Carl G. Schmidt, who being duly sworn, did say that he is the President and Director of Lee Performance Solutions Co., an Iowa corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

Notary Public

My commission expires: _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this 3rd day of February, 2004, by Kenneth L. Stroud, who being duly sworn, did say that he is the President of Liberty Group Idaho Holdings, Inc., a Delaware corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

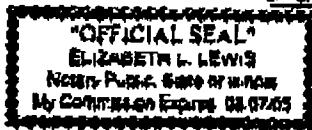
vice

Daniel D. Lewis

Elizabeth L. Lewis

Notary Public

My commission expires: 8/7/2005



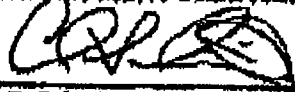
3. ~~No Amendment.~~ Nothing herein contained shall modify, amend or otherwise effect the duties, obligations, liabilities, warranties, or representations of Liberty or Lee set forth in the Asset Exchange Agreement.

4. ~~Binding Effect.~~ This Assignment shall be binding upon and adhere to the benefit of the parties hereto and their respective successors and assigns.

5. ~~Counterparts.~~ This Assignment may be executed in one or more counterparts and shall be effective upon its execution by all parties to this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Intellectual Property Rights on the date first written above.

LEE PROCUREMENT SOLUTIONS CO.

By: 
Carl G. Schmidt
Its: President and Director

LIBERTY GROUP IDAHO HOLDINGS, INC.

By: _____
Name: _____
Its: _____

STATE OF IOWA)
) ss:
COUNTY OF SCOTT)

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this 3rd day of February, 2004, by Carl G. Schmidt, who being duly sworn, did say that he is the President and Director of Lee Procurement Solutions Co., an Iowa corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.



Edward H. Carroll, Jr.
Notary Public

My commission expires: 2/15/05

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this _____ day of February, 2004, by _____, who being duly sworn, did say that he is the _____ of Liberty Group Idaho Holdings, Inc., a Delaware corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

Notary Public

My commission expires: _____

