TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Copley Press, Inc.		04/11/2007	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	GateHouse Media Illinois Holdings, Inc.	
Street Address:	350 WillowBrook Office Park	
Internal Address:	attn: Polly Grunfeld Sack	
City:	Fairport	
State/Country:	NEW YORK	
Postal Code:	14450	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1213886	THE STATE JOURNAL-REGISTER

CORRESPONDENCE DATA

Fax Number: (866) 459 - 2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

585-598-0030 Phone:

Email: Oleh.Hereliuk@federalresearch.com Correspondent Name: GateHouse Media Illinois Holdings, Inc.

350 WillowBrook Office Park Address Line 1: Address Line 2: attn: Polly Grunfeld Sack Fairport, NEW YORK 14450 Address Line 4:

ATTORNEY DOCKET NUMBER:	1213886
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/

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Date:	04/13/2007
Total Attachments: 5 source=Scan001#page1.tif source=Scan001#page2.tif source=Scan001#page3.tif source=Scan001#page4.tif source=Scan001#page5.tif	

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY			
To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.			
1. Name of conveying party(ies): The Copley Press, Inc.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? ✓ No		
	Name: <u>GateHouse Media Illinois Holdings, Inc.</u> Internal		
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership	Address: Attention: Polly Grunfeld Sack Street Address: 350 WillowBrook Office Park		
Corporation- State: Illinois	City: Fairport		
Other	State: New York		
Citizenship (see guidelines)	Country: USA Zip: 14450		
	Association Citizenship		
3. Nature of conveyance)/Execution Date(s):	Limited Partnership Citizenship		
Execution Date(s) April , 2007	Corporation Citizenship Delaware		
✓ Assignment	OtherCitizenship		
Security Agreement Change of Name Other	If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)		
A. Application number(s) or registration number(s) and A. Trademark Application No.(s) C. Identification or Description of Trademark(s) (and Filing THE STATE JOURNAL-REGISTER	B. Trademark Registration No.(s) 1213886 Additional sheet(s) attached? Yes V No		
5. Name & address of party to whom correspondence concerning document should be mailed: Name: GateHouse Media Illinois Holdings, Inc.	6. Total number of applications and registrations involved:		
Internal Address: <u>c/o GateHouse Media, Inc.</u>	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00		
Attention: Polly Grunfeld Sack, General Counsel Street Address: 350 WillowBrook Office Park	Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed		
City: <u>Fairport</u>	8. Payment Information:		
State: New York Zip: 14450	a. Credit Card Last 4 Numbers Expiration Date		
Phone Number: (585) 598-0030	b. Deposit Account Number		
Fax Number: (585) 248-9562 Email Address:	Authorized User Name		
9. Signature: Signature	April 1 2007 Date		
Harold W. Fuson, Jr. Name of Person Signing	Total number of pages including cover sheet, attachments, and document:		

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

GENERAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This **GENERAL ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS** dated as of April 11, 2007, by and between The Copley Press, Inc. ("<u>Assignor</u>"), a corporation organized and existing under the laws of the State of Illinois, with offices at 7776 Ivanhoe Avenue, La Jolla, California 92037, and GateHouse Media Illinois Holdings, Inc. ("<u>Assignee</u>"), a corporation organized and existing under the laws of the State of Delaware, with offices at 350 WillowBrook Office Park, Fairport, New York 14450.

WHEREAS, subject to the terms and conditions of that certain Stock and Asset Purchase Agreement, dated as of March 13, 2007 (the "<u>Purchase Agreement</u>"), it has been agreed that Assignor shall transfer to Assignee the entire right, title and interest of Assignor in all Copley Springfield Intellectual Property.

Now, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby, effective as of 12:01 am (Los Angeles Time) on the Closing Date, assigns, conveys and transfers to Assignee all of its right, title and interest in and to: (i) the Copley Springfield Intellectual Property, (ii) all federal, state and foreign registrations related to the Copley Springfield Intellectual Property, if any, and all pending applications therefor, (iii) all statutory, common law, equitable and civil law rights (whether arising under federal, state or foreign law) related to the Copley Springfield Intellectual Property, (iv) all of the goodwill associated with the Copley Springfield Intellectual Property; (v) all rights to income, royalties, license and franchise fees and any other payments now or hereafter due or payable with respect to the Copley Springfield Intellectual Property, (vi) the right to sue for, counterclaim, and all rights of recovery with respect to, all past, present and future infringements of the Copley Springfield Intellectual Property, (vii) all rights of Assignor under all license agreements with respect to the Copley Springfield Intellectual Property, and (viii) all other rights and privileges pertaining to or associated with the Copley Springfield Intellectual Property throughout the world, the same to be held and enjoyed by Assignee and its successors and assigns as fully as the same would have been held and enjoyed by Assignor had this assignment not have been made.

Assignor further agrees, without further consideration, to undertake, at the request of Assignee, to execute and deliver such further documentation, including confirmatory Copley Springfield Intellectual Property assignments, and to participate in online Domain ownership transfer procedures, as reasonably requested by Assignee, its successors, assigns and nominees, to obtain from Assignor record title to the Copley Springfield Intellectual Property transferred herein in each jurisdiction, if any, where Copley Springfield Intellectual Property is registered and applications to register Copley Springfield Intellectual Property are pending. All of Assignor's out-of-pocket costs, and all transfer fees associated with the foregoing, shall be borne solely by Assignee.

Capitalized terms used but not otherwise defined herein will have the meanings ascribed to them in the Purchase Agreement.

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TRADEMARK REEL: 003522 FRAME: 0357 This assignment shall be governed by, construed, performed and enforced in accordance with the laws of the State of California that apply to contracts made and performed entirely therein.

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TRADEMARK
REEL: 003522 FRAME: 0358

IN WITNESS WHEREOF, the parties hereto have caused this General Assignment of Intellectual Property Rights to be executed by their duly authorized officers as of the date first above written.

FOR AND ON BEHALF OF

THE COPLEY PRESS, INC.

Name: Title:

FOR AND ON BEHALF OF

GATEHOUSE MEDIA ILLINOIS HOLDINGS, INC.

By: Name: Title:

[Signature Page to General Assignment of Intellectual Property Rights]

REEL: 003522 FRAME: 0359

IN WITNESS WHEREOF, the parties hereto have caused this General Assignment of Intellectual Property Rights to be executed by their duly authorized officers as of the date first above written.

FOR AND ON BEHALF OF

THE COPLEY PRESS, INC.

FOR AND ON BEHALF OF

GATEHOUSE MEDIA ILLINOIS HOLDINGS, INC.

Name: Michael E. Reed

Title: Chief Executive Officer

[Signature Page to General Assignment of Intellectual Property Rights]

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RECORDED: 04/13/2007