

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Media West - GRS, Inc.		05/06/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	GateHouse Media Illinois Holdings, Inc.		
Street Address:	350 WillowBrook Office Park		
City:	Fairport		
State/Country:	NEW YORK		
Postal Code:	14450		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2758696	THE HERALD-DISPATCH	
CORRESPONDENCE DATA			
Fax Number:	(216)566-9711		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2165669700		
Email:	docketing@rankinhill.com		
Correspondent Name:	Stephen A. Hill		
Address Line 1:	925 Euclid Avenue		
Address Line 2:	Suite 700		
Address Line 4:	Cleveland, OHIO 44115-1405		
ATTORNEY DOCKET NUMBER:		GMH-17400	
NAME OF SUBMITTER:		Stephen A. Hill	
Signature:		/stephen a hill/	
Date:		06/13/2007	

CH \$40.00 2758696

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of May 6, 2007 by MEDIA WEST - GRS, INC., a Delaware corporation ("Assignor").

RECITALS

WHEREAS, Assignor owns the trademarks listed on Schedule A attached hereto (the "Marks") that are registered or are the subject of a pending application in the United States Patent and Trademark Office;

WHEREAS, pursuant to the Amended and Restated Asset Purchase Agreement, effective as of April 12, 2007 (the "Asset Purchase Agreement"), by and among Assignor, Gannett Satellite Information Network, Inc., Gannett River States Publishing Corporation, Pacific and Southern Company, Inc., Federated Publications, Inc., Media West – GSI, Inc., GateHouse Media, Inc., and GateHouse Media Illinois Holdings, Inc. ("Assignee"), Assignor has agreed to transfer certain intellectual property rights, including, without limitation, the Marks, to Assignee; and

WHEREAS, Assignee desires to acquire all rights, title and interests in, to and under the Marks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by Assignor:

1. Assignor hereby conveys, assigns, transfers and delivers absolutely to Assignee, its successors and assigns free from encumbrances, all rights, title and interests throughout the world in and to the Marks and the registrations and applications for registration, together with the of the business connected with and symbolized by the Marks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of the Marks and to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Assignor agrees to take such further action and to execute such additional documents as may be necessary to perfect Assignee's title in and to the Marks.

3. Assignor hereby requests the Commissioner of Patents and Trademarks (the "Commissioner") to record this Trademark Assignment to Assignee and to issue any Certificates of Registration in the name of Assignee. Assignor hereby covenants that the Commissioner has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements inconsistent herewith.

4. This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without reference to its choice of law rules. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Trademark Assignment. The failure of any party hereto to enforce at any time any provision of this Trademark Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Trademark Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision. This Trademark Assignment may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

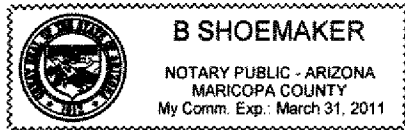
IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

MEDIA WEST – GRS, INC.

By: S. Brooks Johnson
Name: S. Brooks Johnson
Title: President

State of Arizona)
County of Maricopa)

Then personally appeared the above named Assignor and acknowledged the foregoing act to be his/her free act and deed, before me, this 3rd of May, 2007.



B Shoemaker
Notary Public _____

My commission expires: 3.31.11

Acknowledged and accepted:

GATEHOUSE MEDIA ILLINOIS HOLDINGS, INC.

By: _____
Name:
Title:

#77207

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the day and year first written above.

MEDIA WEST - GRS, INC.

By: _____
Name: S. Brooks Johnson
Title: President

State of _____)
County of _____)

Then personally appeared the above named Assignor and acknowledged the foregoing act to be his/her free act and deed, before me, this ___ of May, 2007.

Notary Public _____

My commission expires: _____

Acknowledged and accepted:

GATEHOUSE MEDIA ILLINOIS HOLDINGS, INC.

By:  _____
Name: Mark Thompson
Title: Chief Financial Officer

#77207

SCHEDULE A
TO
TRADEMARK ASSIGNMENT

Federally Registered Trademarks:

THE HERALD-DISPATCH, Registered 9/2/03, Registration No. 2758696