

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
Tribune License, Inc.		11/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hearst Soco Newspapers, LLC.		
Street Address:	300 West 57th St.		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1389013	GREENWICH NEIGHBORS	
Registration Number:	1163690	GREENWICH TIME	
Registration Number:	1419138	THE ADVOCATE	
CORRESPONDENCE DATA			
Fax Number:	(212)649-2035		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-649-2059		
Email:	bfitzpatrick@hearst.com		
Correspondent Name:	Bridgette Fitzpatrick		
Address Line 1:	300 West 57th St.		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	HEARST SOCO NEWS - ASSIGN		
NAME OF SUBMITTER:	Bridgette Fitzpatrick		
Signature:	/Bridgette Fitzpatrick/		

CH \$90.00 1389013

Date:

11/11/2008

Total Attachments: 5

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MASTHEAD TRADEMARKS BILL OF SALE AND ASSIGNMENT

This Assignment is made on this 1ST day of November, 2007 (the "Trademark Assignment") between Tribune License, Inc., a Delaware corporation and indirect subsidiary of Tribune (as defined below) ("Assignor"), and Hearst Soco Newspapers, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of October 24, 2007, by and among Tribune Company, a Delaware corporation ("Tribune"), Southern Connecticut Newspapers, Inc., a Connecticut corporation ("Seller"), Assignor, Hearst Danbury Holdings, LLC, a Delaware limited liability company ("HD") (pursuant to Section 11.5 of the Asset Purchase Agreement, HD has assigned its rights and certain obligations thereunder to Assignee), The Hearst Corporation, a Delaware corporation, and solely for purposes of Sections 5.3, 6.2(k) and 6.2(l) therein, MediaNews Group, Inc., a Delaware corporation (the "Asset Purchase Agreement"), Assignor has agreed to assign and Assignee has agreed to acquire, Assignor's right, title and interest in and to the Masthead Trademarks; and

WHEREAS, Assignor is the owner of certain trademarks exclusively licensed to or used by Seller in the conduct of the Business and listed on Exhibit A hereto, including all goodwill associated therewith, and all registrations, renewals and applications thereof (the "Marks").

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 of Assignor's right, title and interest in and to the Marks and the registrations and applications for registration, together with the goodwill of the Assignor which is 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, at Assignee's expense, 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.

5. This Trademark Assignment does not extend upon or limit the rights, obligations, representations, warranties and indemnifications provided in the Asset Purchase Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall control.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

TRIBUNE LICENSE, INC.
A Delaware corporation, as Assignor

By: Thomas D Leach
Name: Thomas D. Leach
Title: Authorized Officer

State of IL)
County of COOK)

Then personally appeared the above named Assignor and acknowledged the foregoing act to be his/her free act and deed, before me, this 18th of November 2007.

Notary Public Susan Fahey
My commission expires: 8/10/09



Acknowledged and accepted:

HEARST SOCO NEWSPAPERS, LLC
A Delaware limited liability company, as Assignee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

TRIBUNE LICENSE, INC.

A Delaware corporation, as Assignor

By: _____

Name:

Title:

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 _____, 2007.

Notary Public _____

My commission expires: _____

Acknowledged and accepted:

HEARST SOCO NEWSPAPERS, LLC

A Delaware limited liability company, as Assignee

By: _____

Name: James M. Asher

Title: Vice President

Daniel A. Nooger

DANIEL A. NOOGER

NOTARY PUBLIC, STATE OF NEW YORK

NO. 02NO4877910

QUALIFIED IN QUEENS COUNTY

CERTIFICATE FILED IN NEW YORK COUNTY

COMMISSION EXPIRES NOV. 8, 2010

[Signature Page to Masthead Trademarks Bill of Sale and Assignment]

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TRADEMARK

REEL: 003886 FRAME: 0136

EXHIBIT A

TRADEMARKS

GREENWICH NEIGHBORS, U.S. Reg. No. 1,389,013
GREENWICH TIME, U.S. Reg. No. 1,163,690
THE ADVOCATE (Stylized), U.S. Reg. No. 1,419,138

TRADEMARK

RECORDED: 11/11/2008

REEL: 003886 FRAME: 0137