

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.		05/04/2009	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	The San Diego Union-Tribune, LLC		
Street Address:	350 Camino de la Reina		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2138250	SIGNON SAN DIEGO	
CORRESPONDENCE DATA			
Fax Number:	(800)680-9592		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-712-1850		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	The San Diego Union-Tribune, LLC		
Address Line 1:	360 North Crescent Drive, South Building		
Address Line 2:	c/o Platinum Equity, LLC		
Address Line 4:	Beverly Hills, CALIFORNIA 90210		
ATTORNEY DOCKET NUMBER:	437264		
NAME OF SUBMITTER:	Oleh Hereliuk		
Signature:	/oh/		
Date:	05/18/2009		

CH \$40.00 2138250

Total Attachments: 6

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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

This **IP ASSIGNMENT AND ASSUMPTION AGREEMENT** dated as of May 4, 2009 (this "Agreement"), by and between The Copley Press, Inc., a corporation organized and existing under the laws of the State of Illinois ("Assignor"), Project Jewel Holdings, LLC, a limited liability company organized and existing under the laws of the State of Delaware ("Holdings"), and The San Diego Union-Tribune, LLC, a limited liability company organized and existing under the laws of the State of Delaware and a wholly owned subsidiary of Holdings ("SDUT," and collectively with Holdings, "Assignee").

WHEREAS, subject to the terms and conditions of that certain (i) Asset Purchase Agreement, dated as of March 18, 2009, by and between Assignor and Holdings (the "Purchase Agreement") and (ii) Assignment, Assumption and Joinder Agreement dated as of May 4, 2009, by and between Holdings, 7701 Herschel Avenue, LLC, a Delaware limited liability company and wholly owned subsidiary of Holdings, 1152 Armorlite Drive, LLC, a Delaware limited liability company and wholly owned subsidiary of Holdings, and SDUT, as acknowledged, consented and agreed to by Assignor, it has been agreed that Assignor shall transfer to Assignee the entire right, title and interest of Assignor in all Union-Tribune Intellectual Property, including, without limitation, the Union-Tribune Intellectual Property identified on Schedule A (the "Registered Intellectual Property"); and

WHEREAS, the parties wish to execute this Agreement for purposes of (i) transferring the Union-Tribune Intellectual Property pursuant to the Purchase Agreement and (ii) filing this Agreement with the applicable trademark and copyright offices inside or outside of the United States, as may be necessary to effectuate the assignment and transfer of the Registered 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 Union-Tribune Intellectual Property, (ii) all federal, state and foreign registrations related to the Union-Tribune 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 Union-Tribune Intellectual Property, (iv) all of the goodwill associated with the Union-Tribune 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 Union-Tribune 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 Union-Tribune Intellectual Property, (vii) all rights of Assignor under all license agreements with respect to the Union-Tribune Intellectual Property, and (viii) all other rights and privileges pertaining to or associated with the Union-Tribune 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 Agreement 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 Union-Tribune 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 Union-Tribune Intellectual Property transferred herein in each jurisdiction, if any, where Union-Tribune Intellectual Property is registered and applications to register Union-Tribune 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.

This Agreement 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.

No modification, waiver, amendment, discharge, change or termination of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge, change or termination is or may be sought. No single or partial exercise of any right or power, or any abandonment of steps to enforce such right or power, shall preclude any further exercise thereof or the exercise of any other right or power. The waiver by any party hereto of a breach of any term or provision hereof shall not be construed as a waiver of any subsequent breach.

For the avoidance of doubt, the parties hereto acknowledge and agree that the terms of the Purchase Agreement shall not be amended, modified or superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

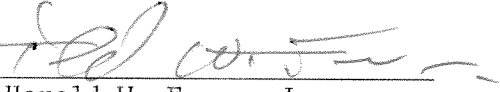
This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together constitute one instrument.

[Remainder of page intentionally left blank.]

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

FOR AND ON BEHALF OF

THE COPLEY PRESS, INC.

By: 
Name: Harold W. Fuson, Jr.
Title: Chief Operating Officer

FOR AND ON BEHALF OF

PROJECT JEWEL HOLDINGS, LLC

By: _____
Name:
Title:

FOR AND ON BEHALF OF

THE SAN DIEGO UNION-TRIBUNE, LLC


By: _____
Name:
Title:

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


FOR AND ON BEHALF OF
THE COPLEY PRESS, INC.

By: _____
Name:
Title:

FOR AND ON BEHALF OF
PROJECT JEWEL HOLDINGS, LLC

By: 
Name: _____
Title: Mary Ann Sigler
Vice President

FOR AND ON BEHALF OF
THE SAN DIEGO UNION-TRIBUNE, LLC

By: 
Name: _____
Title: Mary Ann Sigler
Vice President

[Signature Page to IP Assignment and Assumption Agreement]

SCHEDULE A

Registrations and Applications

Registered Trademarks & Service Marks

- SIGNON SAN DIEGO, United States Patent Office, Registration No. 2,138,250. Date of initial registration: February 24, 1998.
- ENLACE, California Secretary of State, Trademark Registration No. 106927. Date of registration: January 2, 2001.
- SDPETS, California Secretary of State, Trademark Registration No. 113077. Date of registration: November 26, 2007.
- SDPETS, California Secretary of State, Service Mark Registration No. 64215. Date of registration: November 26, 2007.

[Schedule A to IP Assignment and Assumption Agreement]

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RECORDED: 05/18/2009

TRADEMARK
REEL: 003988 FRAME: 0797