

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
News America Incorporated		06/26/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Weekly Standard, LLC		
Street Address:	1150 Seventeenth St. NW		
Internal Address:	Suite 505		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2027879	THE WEEKLY STANDARD	
Registration Number:	2576061	THE WEEKLY STANDARD	
CORRESPONDENCE DATA			
Fax Number:	(303)866-0200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	303-866-0581		
Email:	samantha.sturgis@hro.com		
Correspondent Name:	Samantha A. Sturgis		
Address Line 1:	Holme Roberts & Owen LLP		
Address Line 2:	1700 Lincoln Street, Suite 4100		
Address Line 4:	Denver, COLORADO 80203		
ATTORNEY DOCKET NUMBER:	50292-00150		
NAME OF SUBMITTER:	Samantha A. Sturgis		

OP \$65.00 2027879

Signature:	/SAS/
Date:	07/01/2009
Total Attachments: 5 source=04.Trademark Assignment Agreement#page1.tif source=04.Trademark Assignment Agreement#page2.tif source=04.Trademark Assignment Agreement#page3.tif source=04.Trademark Assignment Agreement#page4.tif source=04.Trademark Assignment Agreement 3#page1.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment"), is made and entered into as of June 26, 2009, is made by and between News America Incorporated, a Delaware corporation ("Assignor"), and The Weekly Standard, LLC, a Delaware limited liability company ("Assignee").

Recitals

A. Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement dated as of June 26, 2009 (the "Purchase Agreement"), pursuant to which Assignee has purchased substantially all of the assets of the Weekly Standard Division of Assignor.

B. Pursuant to the Purchase Agreement, Assignor has agreed to assign, and Assignee has agreed to assume, among other assets, (i) all registered and unregistered trademarks, service marks, and trade names, including, without limitation, all mastheads, corporate names, logos, trade dress, slogans, and publication, column, product and service names, together with all translations, adaptations, derivations and combinations thereof, as set forth in Schedule A attached hereto, (ii) the goodwill of the business associated therewith, and (iii) all related registrations of and applications therefor (collectively, the "Marks").

C. Assignor desires to assign and grant to Assignee and Assignee desires to acquire a single, undivided interest in and to the Marks.

D. This Assignment is being delivered by Assignor to Assignee pursuant to Section 2.6(a)(iii) of the Purchase Agreement.

E. All capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

In consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

Agreement

1. **Assignment.** For Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby irrevocably assigns and transfers to Assignee, for Assignee's own use and enjoyment, full and exclusive ownership of: (a) all right, title and interest in, to, and under the Marks and the goodwill of the business symbolized thereby and associated therewith (including the entire business portion thereof to which the Marks pertain as required by 15 U.S.C. § 1060 with respect to the Marks that are the subject of intent to use applications in the United States); (b) all registrations of and applications to register the Marks both in the United States and in other applicable countries; (c) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks; and (d) the right to sue for damages and to collect the same.

2. **Further Assurances.** In the event that at any time after the Closing any further actions are necessary or desirable to carry out and effectuate the purposes of this Assignment, each party shall take such further actions (including the execution and delivery of such further instruments and documents and causing related entities to take further actions) as the other party may reasonably request. Assignee will reimburse Assignor for any reasonable costs and expenses paid by Assignor in performing any of the foregoing actions in this Section 2.

3. **Severability.** If any provision of this Assignment is found invalid or unenforceable, in whole or in part, the remaining provisions and partially enforceable provisions will, nevertheless, be binding and enforceable.

4. **Choice of Law.** This Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Assignment or the negotiation, execution or performance of this Assignment (including any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Assignment or as an inducement to enter into this Assignment), shall be deemed to be made in and in all respects shall be exclusively interpreted, construed, and governed by and in accordance with the law of the State of Delaware without regard to any conflict-of-law principles thereof that would result in the application of the laws of another jurisdiction.

5. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties named herein and their respective successors and permitted assigns.

6. **Headings.** The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

7. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or other electronic means shall constitute effective execution and delivery of this Assignment as to the parties and may be used in lieu of the original Assignment for all purposes. Signatures of the parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for all purposes.


[Signature Page Follows]

The undersigned have executed this Assignment as of the date set forth above.

ASSIGNOR:
NEWS AMERICA INCORPORATED,
a Delaware corporation

By: _____
Name:
Title:

ASSIGNEE:
THE WEEKLY STANDARD, LLC,
a Delaware limited liability company

By:  _____
Name: Frederick H. Anderson - VP, CFO
Title:


**SCHEDULE A
MARKS**

Owner	Mark	Reg. No.	Reg. Date	Goods/Services
News America Incorporated	THE WEEKLY STANDARD (and Design)	US 2,027,879	12/31/1996	Cl 16: Printed matter, namely, a magazine distributed periodically, in the field of news and information concerning US politics.....
News America Incorporated	THE WEEKLY STANDARD (and Design)	US 2,576,061	06/04/2002	Cl. 41: Entertainment services, namely, providing on-line news, commentary and information in the field of politics and popular culture via the internet

The undersigned have executed this Assignment as of the date set forth above.

ASSIGNOR:
NEWS AMERICA INCORPORATED,
a Delaware corporation

By: _____
Name: _____
Title: _____


JANET NOIA
SVP

ASSIGNEE:
THE WEEKLY STANDARD, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____