

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
Metromic LLC		07/22/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Tribune Company		
Street Address:	435 North Michigan Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2272746	METROMIX	
CORRESPONDENCE DATA			
Fax Number:	(312)222-4206		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	skarottki@tribune.com		
Correspondent Name:	Salvador K. Karottki c/o Tribune company		
Address Line 1:	435 North Michigan Avenue		
Address Line 2:	Law Dept., 6th Floor		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	METROMIX		
NAME OF SUBMITTER:	Salvador K. Karottki		
Signature:	/Salvador K. Karottki/		
Date:	09/14/2009		

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Total Attachments: 5

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TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Trademark Assignment") is made as of this 22nd day of July 2009 by and between Metromix LLC, a Delaware limited liability company ("Assignor"), and Tribune Company, a Delaware corporation ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the name, trademarks and/or service marks METROMIX and the Metromix Design, including the trademark registration and application associated therewith, namely, U.S. trademark registration U.S. Reg. No. 2,272,746 and trademark application U.S. Serial No. 77/133,146 (collectively, the "Marks"); and

WHEREAS, Assignor desires and has agreed to assign and Assignee has agreed to acquire, Assignor's right, title and interest in and to the Marks solely in Assignee's daily newspaper markets, as described in Schedule A attached hereto and incorporated by reference herein (collectively, the "Tribune Newspaper Markets").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignment.

a. Assignor does hereby assign, sell, transfer and convey to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Marks in the Tribune Newspaper Markets, together with the goodwill associated with the Marks and the right to sue for past infringement of such Marks in the Tribune Newspaper Markets.

b. Assignor hereby agrees to execute upon the request of Assignee, at Assignee's expense, such additional documents as are necessary to give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Marks in the Tribune Newspaper Markets, including, without limitation, all documents necessary to record Assignor's and Assignee's respective interests in the Marks and in the registrations and applications for such Marks with the United States Patent & Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar. Assignor also agrees to cooperate and reasonably assist, at Assignee's expense, in any proceedings before the United States Patent & Trademark Office relating to Assignee's right, title, and interest in and to the Marks in the Tribune Newspaper Markets. Assignee agrees to cooperate and reasonably assist, at Assignor's expense, in any proceedings before the United States Patent & Trademark Office relating to Assignor's right, title and interest in and to the Marks in any geographic area or markets outside of the Tribune Newspaper Markets.

2. Bankruptcy Court Approval. Notwithstanding any provision of this Trademark Assignment to the contrary, this Trademark Assignment and each party's obligations hereunder are conditioned upon and strictly subject to the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") approving, by a final order, Debtors' (as defined below) motions to (a) assume pursuant to Section 365 of the Bankruptcy Code the Metromix LLC

Limited Liability Company Agreement, dated as of October 29, 2007 (the "Operating Agreement"), as amended by Amendment No. 1 to the Operating Agreement, of even date herewith, and (b) approve pursuant to Section 363 of the Bankruptcy Code and Federal Rule of Bankruptcy Procedure 9019 (i) the Settlement Agreement, of even date herewith, by and among Assignor, Assignee, Gannett Satellite Information Network, Inc. and Tribune Interactive, Inc., (ii) the Transition Services Agreement, of even date herewith, by and between Assignor and Assignee, (iii) this Trademark Assignment, and (iv) the Agreement, of even date herewith, by and among Assignor, Assignee and Tribune Interactive, Inc. In the event the Bankruptcy Court does not approve such motions by a final order, this Trademark Assignment shall forthwith become null and void and there shall be no liability or obligation hereunder on the part of any party hereto. For purposes of this Trademark Assignment, "Debtors" shall mean Assignee and each of its affiliated entities whose voluntary petitions for relief under the Bankruptcy Code were consolidated with that of Assignee for administrative purposes.

3. Miscellaneous.

a. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

b. This Trademark Assignment contains the entire agreement and understanding of the parties hereto with respect to the subject matter hereof. It may not be amended, modified or supplemented, and none of its provisions may be waived, except by an agreement in writing signed by the parties hereto.

c. 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.

d. If any term, condition or provision of this Trademark Assignment shall be declared, to any extent, invalid or unenforceable, the remainder of the Trademark Assignment, other than the term, condition or provision held invalid or unenforceable, shall not be affected thereby and shall be considered in full force and effect and shall be valid and be enforced to the fullest extent permitted by law.

e. This Trademark Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Trademark Assignment may be executed and signed copies delivered to each party by facsimile or other electronic transmission.

[Signature Page Follows]

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

METROMIX LLC

By: Kara Walsh
Name: Kara Walsh
Title: CEO

Acknowledged and Agreed:

TRIBUNE COMPANY

By: _____
Name: _____
Title: _____

[Signature Page to Trademark Assignment]

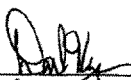
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment on the date first written above.

METROMIX LLC

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

TRIBUNE COMPANY

By: 
Name: Daniel Kazan
Title: Senior Vice President

[Signature Page to Trademark Assignment]

SCHEDULE A

1. Los Angeles-Long Beach-Santa Ana, CA Metropolitan Statistical Area
2. Chicago, IL Designated Market Area
3. Orlando-Kissimmee, FL Metropolitan Statistical Area
4. Baltimore, MD, Designated Market Area
5. Broward and Palm Beach Counties, FL
6. Hartford and New Haven Designated Market Area
7. Virginia Beach-Norfolk-Newport News, VA-NC Metropolitan Statistical Area
8. Allentown-Bethlehem-Easton, PA-NJ Metropolitan Statistical Area