

## 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
Star Tribune Holdings Corporation		09/25/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Star Tribune Media Company LLC		
Street Address:	425 Portland Ave. S.		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55488		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77812036	ST	
CORRESPONDENCE DATA			
Fax Number:	(612)766-1623		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	6127667196		
Email:	trademarkmpls@faegre.com		
Correspondent Name:	Faegre & Benson LLP		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402-3901		
ATTORNEY DOCKET NUMBER:	11398-373543		
NAME OF SUBMITTER:	Dianna L. Gould - paralegal		
Signature:	/dlg/		
Date:	09/28/2009		

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REEL: 004070 FRAME: 0056

Total Attachments: 6

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## ASSET TRANSFER AGREEMENT

This ASSET TRANSFER AGREEMENT (the "Agreement"), dated as of September 25, 2009 is entered into by and between Star Tribune Holdings Corporation, a Delaware corporation, ("**Parent**") and Star Tribune Media Company LLC, a Delaware corporation ("**Subsidiary**").

### W I T N E S S E T H :

**WHEREAS**, Subsidiary is a wholly-owned subsidiary of Parent;

**WHEREAS**, Parent desires to transfer all of its assets and liabilities, and to assign all contracts to which it is a party, to Subsidiary, and Subsidiary desires to thereafter transfer certain of its assets to Parent; and

**WHEREAS**, pursuant to the Amended Joint Plan of Reorganization for the Parent and the Star Tribune Company, dated September 8, 2009 (as amended, modified and supplemented from time to time, the "**Plan**") under chapter 11 of the United States Code, 11 U.S.C. §§101 et seq., Subsidiary is directed to transfer to Parent all of its Avoidance Actions (as defined in the Plan) and certain other assets (together with the Avoidance Actions, the "**Transferred Assets**") all of which such Transferred Assets are set forth on Schedule A hereto;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants, agreements, undertakings and obligations contained herein, and subject to and on the terms and conditions set forth, the parties hereto agree as follows:

#### SECTION 1. *Definitions.*

(a) "**Contract**" means any written or unwritten agreement, contract, subcontract, lease, understanding, instrument, note, warranty, license, sublicense, insurance policy, benefit plan or legally binding commitment or undertaking of any nature, whether express or implied.

(b) "**Intellectual Property Rights**" means (i) inventions, whether or not patentable, reduced to practice or made the subject of one or more pending patent applications, (ii) national and multinational statutory invention registrations, patents and patent applications (including all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof) registered or applied for in the United States and all other nations throughout the world, all improvements to the inventions disclosed in each such registration, patent or patent application, (iii) trademarks, service marks, trade dress, logos, domain names, trade names and corporate names (whether or not registered) in the United States and all other nations throughout the world, including all variations, derivations, combinations, registrations and applications for registration of the

foregoing and all goodwill associated therewith, and including, without limitation, the item set forth on Schedule B hereto, (iv) copyrights (whether or not registered) and registrations and applications for registration thereof in the United States and all other nations throughout the world, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, now or hereafter provided by law, regardless of the medium of fixation or means of expression, (v) computer software, (including source code, object code, firmware, operating systems and specifications), (vi) trade secrets and, whether or not confidential, business information (including pricing and cost information, business and marketing plans and customer and supplier lists) and know-how (including manufacturing and production processes and techniques and research and development information), (vii) industrial designs (whether or not registered), (viii) databases and data collections, (ix) copies and tangible embodiments of any of the foregoing, in whatever form or medium, (x) all rights to obtain and rights to apply for patents, and to register trademarks and copyrights, (xi) all rights in all of the foregoing provided by treaties, conventions and common law and (xii) all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing.

(c) “**Liability**” means any direct or indirect liability, indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation, tax or responsibility of any kind, character or description, whether fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, accrued or unaccrued, secured or unsecured, contingent or otherwise.

(d) Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Plan.

**SECTION 2.** *Transfers from Parent to Subsidiary; Assumption of Liabilities.*

(a) Parent hereby transfers, conveys, assigns and delivers to Subsidiary, and Subsidiary hereby agrees to accept and assume, all of Parent's right, title and interest in all of Parent's assets (including, without limitation, cash in the amount of \$1,745,136.86 and Intellectual Property Rights), properties and Contracts, and Subsidiary hereby accepts such transfer, conveyance, assignment and delivery; *provided, however*, that Parent's membership interests in Subsidiary shall not be transferred to Subsidiary hereby.

(b) Subsidiary hereby assumes and agrees to pay, perform and discharge all Liabilities of Parent existing as of the date of this Agreement.

**SECTION 3.** *Transfers from Subsidiary to Parent.* Immediately subsequent to the transfers set forth in Section 2 hereof, and taking into account any assets received by Subsidiary as a result thereof, Subsidiary hereby transfers, conveys, assigns and delivers to Parent, all of Subsidiary's right, title and interest

in the Transferred Assets, and Parent hereby accepts such transfer, conveyance, assignment and delivery.

**SECTION 4.** *Invalidity.* Should any of the assignments or transfers of agreed in Sections 2 and 3 above not be valid, whether for lack of required specification or otherwise, the other assignments and transfers of title agreed hereunder shall remain valid and unaffected thereby. Subsidiary and Parent shall in such event take all actions necessary to assign, and transfer the title to, all assets, rights, claims, credits or other items which were not assigned or transferred hereunder but which were to be removed from Subsidiary and/or Parent pursuant to the Plan.

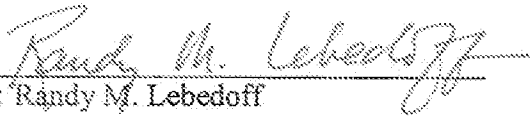
**SECTION 5.** *Severability.* The invalidity of one or more provisions hereof shall not effect the validity of the remaining provisions. If and to the extent that a provision hereof fully or partly is or becomes invalid, the parties to this Agreement shall be deemed to have agreed on a valid provision which most closely reflects the purpose of the invalid provision. The same shall apply analogously in the event this Agreement contains omissions.

**SECTION 6.** *Counterparts.* This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties.

**SECTION 7.** *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State.

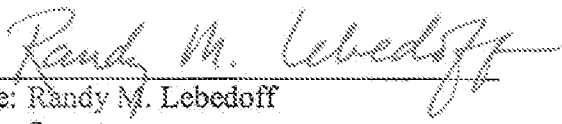
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

STAR TRIBUNE HOLDINGS CORPORATION

By:   
Name: Randy M. Lebedoff  
Title: Secretary

STAR TRIBUNE MEDIA COMPANY LLC

By: Star Tribune Holdings Corporation, its sole member

By:   
Name: Randy M. Lebedoff  
Title: Secretary

## **Schedule A – Transferred Assets**

1. All Avoidance Actions (as defined in the Plan).
2. All right, title and interest retained by Subsidiary including but not limited to all rights of reversion, reverter, entry for condition broken, and remainder, in the properties described below:

The Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 30, Township 120, Range 21, Hennepin County, Minnesota;

The Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of Section 30, Township 120 North, Range 21 West, Hennepin County, Minnesota; and

Lot 6, Block 24, in the City of Albert Lea, Freeborn County, Minnesota.

3. Cash in the amount of \$100,000.
4. Prepaid extended reporting period Directors and Officers Liability insurance policy.

## **Schedule B – Trademark**

1. ST Logo, Application Number 77/812,036, filed with the United States Patent and Trademark Office on August 25, 2009.