

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
Cox North Carolina Publications, Inc.		07/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cooke Communications North Carolina, L.L.C.		
Street Address:	1150 Sugg Parkway		
City:	Greenville		
State/Country:	NORTH CAROLINA		
Postal Code:	27834		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2322158	REFLECTOR.COM	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2065		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-775-1194		
Email:	zcohen@mcguirewoods.com		
Correspondent Name:	Zachary D. Cohen		
Address Line 1:	901 East Cary Street		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	2054678-0002		
NAME OF SUBMITTER:	Zachary D. Cohen		
Signature:	/Zachary D. Cohen/		

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**TRADEMARK
 REEL: 004070 FRAME: 0280**

Date:

09/29/2009

Total Attachments: 6

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**ASSIGNMENT AND ASSUMPTION OF
BUSINESS INTELLECTUAL PROPERTY AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF BUSINESS INTELLECTUAL PROPERTY AGREEMENT is dated as of July 31, 2009 (this "**Agreement**"), by and between Cox North Carolina Publications, Inc., a Delaware corporation ("**Seller**"), and Cooke Communications North Carolina, L.L.C., a Delaware limited liability company ("**Buyer**").

RECITALS:

A. Seller and Buyer have entered into an Asset Purchase Agreement dated July 17, 2009 (the "**Purchase Agreement**"), pursuant to which Seller has agreed to sell, transfer and deliver, and Buyer has agreed to purchase, acquire and accept the Business Intellectual Property, including the Registered Business Intellectual Property listed on Schedule 1 hereto, upon the terms and conditions set forth in the Purchase Agreement. All capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

AGREEMENTS:

In consideration of the above recitals, the transactions contemplated by the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller hereby sells, transfers, assigns and delivers to Buyer all right, title and interest of Seller in and to the Business Intellectual Property, free and clear of all Encumbrances, to be held and enjoyed by Buyer for its own use and benefit and for the use and benefit of its parents, subsidiaries, affiliates, successors, assigns, licensees and legal representatives, as such rights would have been held and enjoyed by Seller had this Agreement not been made. Notwithstanding anything contained herein or in the Purchase Agreement to the contrary, Seller does not hereby sell, transfer or deliver to Buyer any Excluded Asset by this Agreement.

2. Assumption. Buyer hereby purchases, acquires and accepts the sale, transfer, assignment and delivery of the Business Intellectual Property.

3. Purchase Agreement. This Agreement is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. No provision set forth in this Agreement shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Further Assurances. Seller and Buyer shall execute and deliver such further instruments of sale, transfer, assignment delivery and/or assumption as reasonably requested by the other to vest in Buyer such title to such Business Intellectual Property and to consummate the

assumption thereof, and to otherwise fulfill and discharge each party's obligations of conveyance and discharge hereunder and under the Purchase Agreement.

5. Successors and Assigns; Benefit and Binding Effect. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of successors and permitted assigns of Buyer and Seller under the Purchase Agreement.

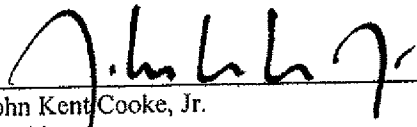
6. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the choice of law provisions or conflicts of law principles of such state.

7. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument, and a facsimile or portable document format (pdf) transmission shall be deemed to be an original signature for all purposes under this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption of Business Intellectual Property Agreement as of the date first above written.

BUYER:

Cooke Communications North Carolina, L.L.C.

By: 
Name: John Kent Cooke, Jr.
Title: President

SELLER:

Cox North Carolina Publications, Inc.

By: _____
Name: Neil O. Johnston
Title: Vice President & Treasurer

[Signature Page to Assignment and Assumption of Business Intellectual Property Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment and Assumption of Business Intellectual Property Agreement as of the date first above written.

BUYER:

Cooke Communications North Carolina, L.L.C.

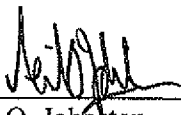
By: _____

Name: John Kent Cooke, Jr.

Title: President

SELLER:

Cox North Carolina Publications, Inc.

By:  _____

Name: Neil O. Johnston

Title: Vice President & Treasurer

[Signature Page to Assignment and Assumption of Business Intellectual Property Agreement]

SCHEDULE 1

REGISTERED BUSINESS INTELLECTUAL PROPERTY

Trademark Registrations/Applications – Federal:

MARK	REG. NO. (SERIAL NO.)	REGISTRANT	GOODS/SERVICES	STATUS
REFLECTOR. COM	2,322,158	Cox North Carolina Publications, Inc.	Providing interactive information about news, weather and topics of general interest to specific geographic areas via a global computer network.	Registered Renewal due 2/22/2010