

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT															
NATURE OF CONVEYANCE:		Assignment of Business Intellectual Property Agreement															
CONVEYING PARTY DATA																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Cox Texas Newspapers, L.P.</td> <td></td> <td>10/25/2009</td> <td>LIMITED PARTNERSHIP: DELAWARE</td> </tr> <tr> <td>Cox North Carolina Publications, Inc.</td> <td></td> <td>10/25/2009</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Cox Texas Newspapers, L.P.		10/25/2009	LIMITED PARTNERSHIP: DELAWARE	Cox North Carolina Publications, Inc.		10/25/2009	CORPORATION: DELAWARE		
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<table border="1"> <tr> <td>Name:</td> <td>ASP Westward, L.P.</td> </tr> <tr> <td>Street Address:</td> <td>666 Third Avenue</td> </tr> <tr> <td>Internal Address:</td> <td>29th Floor</td> </tr> <tr> <td>City:</td> <td>New York</td> </tr> <tr> <td>State/Country:</td> <td>NEW YORK</td> </tr> <tr> <td>Postal Code:</td> <td>10019</td> </tr> <tr> <td>Entity Type:</td> <td>LIMITED PARTNERSHIP: DELAWARE</td> </tr> </table>				Name:	ASP Westward, L.P.	Street Address:	666 Third Avenue	Internal Address:	29th Floor	City:	New York	State/Country:	NEW YORK	Postal Code:	10019	Entity Type:	LIMITED PARTNERSHIP: DELAWARE
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Internal Address:	29th Floor																
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PROPERTY NUMBERS Total: 2																	
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CORRESPONDENCE DATA																	
Fax Number: (212)836-6337 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (212) 836-7319 Email: psomelofske@kayescholer.com Correspondent Name: Paul J. Somelofske c/o Kaye Scholer LLP Address Line 1: 425 Park Avenue Address Line 2: 16-06 Address Line 4: New York, NEW YORK 10022-3598																	
ATTORNEY DOCKET NUMBER:		02674-0002															

CH \$65.00 1608647

NAME OF SUBMITTER:	Paul J. Somelofske
Signature:	/Paul J. Somelofske/
Date:	11/02/2009
<b>Total Attachments: 6</b> source=Assignment of Business Intellectual Property Agreement#page1.tif source=Assignment of Business Intellectual Property Agreement#page2.tif source=Assignment of Business Intellectual Property Agreement#page3.tif source=Assignment of Business Intellectual Property Agreement#page4.tif source=Assignment of Business Intellectual Property Agreement#page5.tif source=Assignment of Business Intellectual Property Agreement#page6.tif	

**ASSIGNMENT OF  
BUSINESS INTELLECTUAL PROPERTY AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF BUSINESS INTELLECTUAL PROPERTY AGREEMENT is dated as of October 25, 2009 (this "**Agreement**"), by and among Cox Texas Newspapers, L.P., a Delaware limited partnership ("**Cox Texas**"), Cox North Carolina Publications, Inc., a Delaware corporation ("**Cox North Carolina**") (Cox Texas and Cox North Carolina, collectively, "**Seller**"), and ASP Westward, L.P., a Delaware limited partnership ("**Buyer**").

**R E C I T A L S:**

A. Seller, Buyer, and, solely for purpose of Section 10.21 thereof, Cox Enterprises, Inc. a Delaware corporation, have entered into an Asset Purchase Agreement dated September 18, 2009 (the "**Purchase Agreement**"), pursuant to which Seller has agreed to sell, transfer and deliver, and Buyer has agreed to purchase the Business Intellectual Property, including the Registered Business Intellectual Property listed on Schedule 1 hereto, upon the terms 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.

**A G R E E M E N T S:**

In consideration of 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 and delivers to Buyer all Business Intellectual Property (other than the Websites) in which the Seller has any right, title or interest as of the date hereof, free and clear of all Encumbrances, other than Permitted Encumbrances. 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 or any other asset, property or right of Seller or any other Person (other than the Business Intellectual Property) by this Agreement.

2. 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.

3. Further Assurances. Seller and Buyer shall execute and deliver such further instruments of sale, transfer, delivery and assumption reasonably requested by the other, at any time and from time to time after the date of this Agreement, in order for Seller to more effectively sell, transfer and deliver to Buyer, and for Buyer to purchase, acquire and accept, all right, title and interest of Seller in and to the Business Intellectual Property.

4. 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.

5. 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.

6. 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.

[Signatures on the following page]

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

**BUYER:**

ASP WESTWARD, L.P.

By: [Signature]  
Name: Scott Wolff  
Title: Vice President

**SELLER:**

COX TEXAS NEWSPAPERS, L.P.

By: COX TEXAS PARTNERS, INC., its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COX NORTH CAROLINA PUBLICATIONS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

**BUYER:**

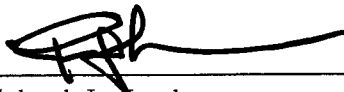
ASP WESTWARD, L.P.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**SELLER:**

COX TEXAS NEWSPAPERS, L.P.

By: COX TEXAS PARTNERS, INC., its general partner

By:  \_\_\_\_\_  
Name: Richard J. Jacobson  
Title: Vice President

COX NORTH CAROLINA PUBLICATIONS, INC.

By:  \_\_\_\_\_  
Name: Richard J. Jacobson  
Title: Vice President

## SCHEDULE 1

### REGISTERED BUSINESS INTELLECTUAL PROPERTY

(Registered Business Intellectual Property)

LONGVIEW NEWS-JOURNAL				
TRADEMARK REGISTRATIONS/APPLICATIONS				
FEDERAL				
MARK	REG. NO. (SERIAL NO.)	REGISTRANT	GOODS/SERVICES	STATUS
LONGVIEW NEWS-JOURNAL	1,608,647	Cox Texas Newspapers, L.P.	Class 16: Newspaper.	Registered Renewal due 7/31/2010
LONGVIEW NEWS-JOURNAL	2,689,910	Cox Texas Newspapers, L.P.	Class 16: Newspapers for general circulation.	Registered Affidavit of Use filed 2/11/2009

#### Domain Names:

#### The Longview News-Journal

	Registration Date	Expiration Date
dreamshopdrive.com	4/8/2008	4/8/2010
longview.biz	3/27/2002	3/26/2009
longview.us	4/24/2002	4/23/2009
longviewclassified.biz	11/19/2001	11/18/2009
longviewclassified.info	9/12/2001	9/12/2009
longviewclassified.us	4/24/2002	4/23/2009
longviewnewsjournal.biz	11/19/2001	11/18/2009
longviewnews-journal.biz	11/19/2001	11/18/2009
longviewnewsjournal.com	10/9/1998	10/8/2009
longviewnewsjournal.info	7/27/2001	7/27/2009
longviewnews-journal.info	7/26/2001	7/26/2009
longviewnewsjournal.jobs	4/24/2006	9/15/2009
longviewnewsjournal.us	4/24/2002	4/23/2009
longviewnews-journal.us	4/24/2002	4/23/2009
longviewnewspaper.net	2/17/2005	2/17/2010
news-journal.biz	3/27/2002	3/26/2009
news-journal.com	7/31/1997	7/30/2009
news-journal.info	9/12/2001	9/12/2009
news-journal.jobs	4/24/2006	9/15/2009
news-journal.us	4/24/2002	4/23/2009
news-journalclassified.biz	11/19/2001	11/18/2009
news-journalclassified.com	4/21/1999	4/21/2009
news-journalclassified.info	9/12/2001	9/12/2009

	<b>Registration Date</b>	<b>Expiration Date</b>
news-journalclassified.us	4/24/2002	4/23/2009
news-journalhotjobs.com	12/1/2006	12/1/2009
willsparksfly.com	6/6/2007	6/6/2009
thelongviewnewsjournal.biz	11/19/2001	11/18/2009
thelongviewnews-journal.biz	11/19/2001	11/18/2009
thelongviewnewsjournal.info	7/26/2001	7/26/2009
thelongviewnews-journal.info	7/26/2001	7/26/2009
thelongviewnewsjournal.us	4/24/2002	4/23/2009
thelongviewnews-journal.us	4/24/2002	4/23/2009
longviewnews-journal.mobi	10/3/2006	10/3/2009
longviewnews-journalhotjobs.com	12/1/2006	12/1/2009
longviewsites.com	6/19/2008	6/19/2010
news-journal.mobi	9/26/2006	9/26/2009

**Marshall News Messenger**

	<b>Registration Date</b>	<b>Expiration Date</b>
marshallnewsmessenger.biz	11/19/01	11/18/09
marshallnewsmessenger.com	10/09/98	10/08/09
marshallnewsmessenger.info	09/12/01	09/12/09
marshallnewsmessenger.jobs	04/24/06	09/15/09
marshallnewsmessenger.us	04/24/02	04/23/09
marshallnewsmessengerhotjobs.com	12/01/06	12/01/09
marshallnewspaper.com	2/17/2005	2/17/2010
marshallnewspaper.net	2/17/2005	2/17/2010
middletownnewspaper.com	2/17/2005	2/17/2010
middletownnewspaper.net	2/17/2005	2/17/2010
middletownpaper.net	2/17/2005	2/17/2010
marshallsites.com	8/10/2007	8/10/2009
marshallsites.net	8/10/2007	8/10/2009