

04-20-2010



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To the Director of the U. S. Pate.

ad documents or the new address(es) below.

1. Name of conveying party(ies):

News-Journal Corporation

- Individual(s)
- General Partnership
- Corporation- State: Florida
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) March 31, 2010

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Halifax Media Acquisition LLC

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 901 Sixth Street

City: Daytona Beach

State: Florida

Country: U.S.A. Zip: 32117

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other limited liability co Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

See attached Continuation Page

B. Trademark Registration No. (s)

See attached Continuation Page

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See attached Continuation Page

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Connie Fagan

Internal Address: Halifax Media Acquisition LLC

Street Address: 901 Sixth Street

City: Daytona Beach

State: Florida Zip: 32117

Phone Number: 386-681-2509

Fax Number: 386-258-8515

Email Address: connie.fagan@news-jrnl.com

6. Total number of applications and registrations involved:

28

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$715

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

04/20/2010 DBYRNE 00000005 3348396

Deposit Account Number \_\_\_\_\_ 48.00 OP

Authorized User Name \_\_\_\_\_ 675.00 OP

9. Signature:

Robyn P. Allmendinger  
Signature

April 13, 2010

Date

Robyn P. Allmendinger, attorney for Halifax Media Acquisition LLC

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

14

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

Continuation Page for Recordation Form Cover Sheet  
Trademarks Only

1. Name of Conveying Party(ies):

Volusia Pennysaver, Inc., a Florida corporation

4. Application number(s) or registration number(s) and identification or description of the Trademark.

<b>Application Number</b>	<b>Registration Number</b>	<b>Identification/Description</b>
78/895353	3348396	CODE RED
77/178415	3545814	CODE RED
75/227080	2156440	COMPLETE PHONE BOOK
74/548587	1915465	Design only (computer & sun)
76/010796	2908914	E.A.R.L. PRESS & Design
75/981684	2638068	EARL PRESS & Design
75/217516	2107429	FLAGLER/PALM COAST NEWS-TRIBUNE
76/145952	2593909	FUNCOAST REAL ESTATE
75/227081	2156441	GREATER ST. AUGUSTINE COMPLETE PHONE BOOK
77/053713	3287695	HUNT FIND BUY
77/377488	3504345	MYTOPIA CAFE'
77/259557	3489926	MYTOPIA CAFE'
75/217513	2179722	NEIGHBORS
78/324493	3117929	NEWS-JOURNAL CENTER
78/324491	3117927	NEWS-JOURNAL CENTER
78/324492	3117928	NEWS-JOURNAL CENTER
76/075847	2682257	NIE WORLD
76/308860	2714427	NJ DIRECT MARKETING
75/563807	2378614	RAPID AD DELIVERY & Design
75/981300	2786810	SPEED READING
76/123016	2813386	SPEED READING
77/059844	3290072	THE DAYTONA BEACH NEWS-JOURNAL (stylized)
76/354994	2694251	THE DAYTONA BEACH NEWS-JOURNAL
78/100229	2654564	THE INDEPENDENT VOICE OF VOLUSIA AND FLAGLER COUNTIES
77/549000	3610652	THREE8SIX
77/549001	3610653	THREE8SIX.COM

75/227079	2152073	VOLUSIA REVIEW
78/484709	2980345	VOLUSIA/FLAGLER BUSINESS REPORT

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

THIS ASSIGNMENT AND ASSUMPTION OF BUSINESS INTELLECTUAL PROPERTY AGREEMENT is dated as of March 31, 2010 (this "**Agreement**"), by and between News-Journal Corporation, a Florida corporation ("**NJC**"), Volusia Pennysaver, Inc, a Florida corporation ("**VPI**") (NJC and VPI, collectively, "**Seller**"), and Halifax Media Acquisition LLC, a Delaware limited liability company ("**Buyer**").

RECITALS:

A. Seller and Buyer have entered into an Asset Purchase Agreement dated December 30, 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 and the goodwill of the business symbolized thereby, 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 and the goodwill of the business symbolized thereby, 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 and assignment or assumption as may be 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:**

**HALIFAX MEDIA ACQUISITION LLC**

By: Jackson Farrow Jr  
Name: Jackson Farrow Jr.  
Title: Manager

**SELLER:**

**NEWS-JOURNAL CORPORATION**

By: \_\_\_\_\_  
Name: James W. Hopson  
Title: Receiver

**VOLUSIA PENNYSAYER, INC.**

By: \_\_\_\_\_  
Name: James W. Hopson  
Title: Receiver

[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.

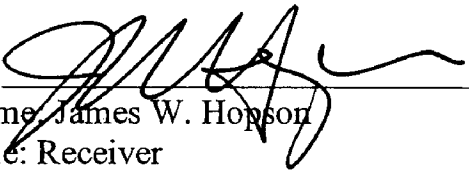
**BUYER:**

**HALIFAX MEDIA ACQUISITION LLC**

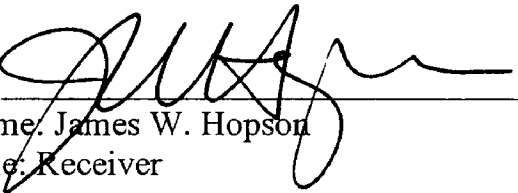
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

**NEWS-JOURNAL CORPORATION**

By:  \_\_\_\_\_  
Name: James W. Hopson  
Title: Receiver

**VOLUSIA PENNYSAYER, INC.**

By:  \_\_\_\_\_  
Name: James W. Hopson  
Title: Receiver

**SCHEDULE 1****REGISTERED BUSINESS INTELLECTUAL PROPERTY****Federal Trademark Registrations**

<b><u>Mark</u></b>	<b><u>Owner</u></b>	<b><u>Status Int'l Class</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Number/Date</u></b>
CODE RED	NJC	Registered 16	78/895353	3348396 04-Dec-2007
CODE RED	NJC	Registered 35	77/178415	3545814 16-Dec-2008
COMPLETE PHONE BOOK	VPI	Registered 16	75/227080	2156440 12-May-1998
Design only (computer & sun)	NJC	Renewed 38	74/548587	1915465 29-Aug-1995
E.A.R.L. PRESS & Design	NJC	Registered 21 & 25	76/010796	2908914 07-Dec-2004
EARL PRESS & Design	NJC	8 & 15 accepted 41	75/981684	2638068 22-Oct-2002
FLAGLER/PALM COAST NEWS- TRIBUNE	NJC	Registered 16	75/217516	2107429 21-Oct-1997
FUNCOAST REAL ESTATE	NJC	8 & 15 accepted 16, 35 & 42	76/145952	2593909 16-Jul-2002
GREATER ST. AUGUSTINE COMPLETE PHONE BOOK	VPI	Registered 16	75/227081	2156441 12-May-1998
HUNT FIND BUY	NJC	Registered 35	77/053713	3287695 04-Sep-2007
MYTOPIA CAFÉ	NJC	Registered 42	77/377488	3504345 23-Sep-2008
MYTOPIA CAFÉ	NJC	Registered 41	77/259557	3489926 19-Aug-2008
NEIGHBORS	NJC	Registered 16	75/217513	2179722 04-Aug-1998
NEWS-JOURNAL CENTER	NJC	Registered 43	78/324493	3117929 18-Jul-2006
NEWS-JOURNAL CENTER	NJC	Registered 35	78/324491	3117927 18-Jul-2006



<u>Mark</u>	<u>Owner</u>	<u>Status</u> <u>Int'l Class</u>	<u>Application</u> <u>Number</u>	<u>Registration</u> <u>Number/Date</u>
NEWS-JOURNAL CENTER	NJC	Registered 41	78/324492	3117928 18-Jul-2006
NIE WORLD	NJC	Registered 41 & 42	76/075847	2682257 04-Feb-2003
NJ DIRECT MARKETING	NJC	Registered 35	76/308860	2714427 06-May-2003
RAPID AD DELIVERY & Design	NJC	8 & 15 accepted 35	75/563807	2378614 22-Aug-2000
SPEED READING	NJC	Registered 16	75/981300	2786810 25-Nov-2003
SPEED READING	NJC	Registered 41	76/123016	2813386 10-Feb-2004
THE DAYTONA BEACH NEWS- JOURNAL (stylized)	NJC	Registered 16 (35 cancelled)	77/059844	3290072 11-Sep-2007
THE DAYTONA BEACH NEWS- JOURNAL	NJC	Registered 16	76/354994	2694251 04-Mar-2003
THE INDEPENDENT VOICE OF VOLUSIA AND FLAGLER COUNTIES	NJC	Registered 16 & 42	78/100229	2654564 26-Nov-2002
THREE8SIX	NJC	Registered 35, 41 & 45	77/549000	3610652 21-Apr-2009
THREE8SIX.COM	NJC	Registered 35, 41 & 45	77/549001	3610653 21-Apr-2009
VOLUSIA REVIEW	NJC	Registered 16	75/227079	2152073 21-Apr-1998
VOLUSIA/FLAGLER BUSINESS REPORT	NJC	Registered 16	78/484709	2980345 26-Jul-2005

**State of Florida Trademark Registrations**

<b><u>Mark</u></b>	<b><u>Owner</u></b>	<b><u>Status Int'l Class</u></b>	<b><u>Registration Number/Date</u></b>
CODE RED	NJC	Registered 16 & 35	T06000001619 15-Dec-2006
COMPLETE PHONE BOOK	VPI	Registered 16	T97000000111 03-Feb-1997
E.A.R.L. & Design of a cartoon character computer with a tie, glasses and hat with a tag on it with the word "Press"	NJC	Registered 9, 16 & 42	T00000000338 24-Mar-2000
FLAGLER/PALM COAST NEWS-TRIBUNE	NJC	Registered 16	T97000000210 25-Feb-1997
FUNCOASTING	NJC	Registered 16 & 35	T01000000780 20-Jul-2001
GREATER ST. AUGUSTINE COMPLETE PHONE BOOK	VPI	Registered 16	T97000000203 25-Feb-1997
NEIGHBORS	NJC	Registered 16	T97000000572 23-May-1997
NEWS-JOURNAL CENTER	NJC	Registered 35, 41 & 42	T06000001624 15-Dec-2006
NIEWORLD	NJC	Registered 9, 16, 41 & 42	T00000000673 19-Jun-2000
NJ DIRECT MARKETING	NJC	Registered 35	T06000001623 15-Dec-2006
PENNYSAVER (word together with a male figure with money on and about the figure)	VPI	Registered 16	924237 06-Apr-1981
PENNYSAVER (written script and outlined)	VPI	Registered 16	T97000000208 27-Feb-1997
THE DAYTONA BEACH NEWS-JOURNAL & Design (2-line)	NJC	Registered 35 & 42	T01000001222 04-Dec-2001
THE DAYTONA BEACH NEWS-JOURNAL & Design (3-line)	NJC	Registered 16, 35 & 42	T01000001221 04-Dec-2001
THE INDEPENDENT VOICE OF VOLUSIA AND FLAGLER COUNTIES	NJC	Registered 16 & 42	T01000001223 04-Dec-2001
VOLUSIA REVIEW	NJC	Registered 16	T97000000202 25-Feb-1997

**Domain Names**

Domain Name	Account No.	Expiration Date	Account Holder
completephonebook.com	24711991	6/7/2010	The Complete Phone Book
daytonabeachgardenshow.com	24710891	10/13/2010	NJC
daytonahomeshow.com	30734301	4/25/2010	NJC
dbnjshows.com	30734301	1/31/2011	NJC
floridapennysavers.biz	30734301	12/14/2012	NJC
floridapennysavers.com	24707854	8/10/2010	VPI
go386.com	30734301	8/4/2012	NJC
mytopiacafe.com	30734301	7/24/2013	NJC
n-jcenter.biz	30734301	11/18/2012	NJC
n-jcenter.com	30734301	11/16/2012	NJC
neighborhood-journal.com	30734301	4/25/2010	NJC
news-journalautos.com	30734301	1/17/2012	NJC
news-journalcoupons.com	30734301	11/5/2011	NJC
news-journalonline.biz	30734301	11/18/2012	NJC
news-journalonline.com	24697451	5/17/2010	NJC
news-journalrenewals.com	30734301	2/25/2012	NJC
news-jrnl.biz	30734301	12/14/2012	NJC
news-jrnl.com	30734301	10/25/2010	NJC
nieworld.biz	30734301	11/18/2012	NJC
nieworld.com	30734301	9/11/2010	NJC
njdirect.biz	30734301	11/8/2011	NJC
njdirectmarketing.com	30734301	2/11/2010	NJC
njonthego.com	30734301	7/18/2013	NJC
njrapidad.biz	30734301	11/7/2011	NJC
njrapidad.com	24697296	2/23/2011	NJC
psavers.biz	30734301	12/14/2012	NJC
psavers.com	21329517	7/14/2011	VPI
rapidad.com	30734301	6/3/2012	NJC
thepennysavers.com	30734301	6/15/2012	NJC
three&six.com	30734301	7/31/2010	NJC
threeightsix.com	30734301	1/7/2012	NJC
vfbr.com	30734301	7/27/2014	NJC
volusiaflaglerbusinessreport.com	30734301	7/27/2014	NJC

**State of Florida Fictitious Name Registrations**

<b><u>Name</u></b>	<b><u>Owner</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration Number</u></b>
<b>FLAGLER/PALM COAST NEWS-TRIBUNE</b>	NJC	06-Jan-1997	G97006900057
<b>GREATER ST. AUGUSTINE PHONE BOOK</b>	VPI	04-Jan-2006	G06004900742
<b>NEIGHBORS</b>	NJC	06-Jan-1997	G97006900056

<b><u>Name</u></b>	<b><u>Owner</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration Number</u></b>
<b>NJ DIRECT MARKETING</b>	NJC	26-Dec-2001	G01360900398
<b>PENNYSAVER</b>	VPI	06-Jan-1997	G97006900055
<b>THE COMPLETE PHONE BOOK</b>	VPI	18-Dec-1992	G92353000476
<b>VOLUSIA REVIEW</b>	NJC	31-Jan-2002	G02031900098
<b>VOLUSIA/FLAGLER BUSINESS REPORT</b>	NJC	20-Sep-2004	G04264900307
<b>WEST VOLUSIA PENNYSAVER</b>	VPI	04-Jan-2006	G06004900753

**Copyrights**

<u>Copyright</u>	<u>Owner</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Date of Publication of First and Last Issues in Group</u>
THE DAYTONA BEACH NEWS-JOURNAL	NJC	November 24, 2009	TX 6-700-164	October 15, 2009	September 1, 2009 – September 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	October 15, 2009	TX 6-685-657	October 15, 2009	August 1, 2009 – August 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	September 6, 2009	TX 6-685-697	September 6, 2009	July 1, 2009 – July 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	August 13, 2009	TX 6-685-231	August 13, 2009	June 1, 2009 – June 30, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	July 16, 2009	TX 6-683-982	July 16, 2009	May 1, 2009 – May 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	June 11, 2009	TX 6-679-367	June 11, 2009	April 1, 2009 – April 30, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	June 11, 2009	TX 6-679-356	June 11, 2009	March 1, 2009 – March 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	May 21, 2009	TX 6-679-489	May 21, 2009	February 1, 2009 – February 28, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	April 28, 2009	TX 6-679-520	April 28, 2009	January 1, 2009 – January 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	April 1, 2009	TX 6-631-655	April 1, 2009	December 1, 2008 – December 31, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	February 9, 2009	TX 6-631-825	February 9, 2009	November 1, 2008 – November 30, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	January 5, 2009	TX 6-665-075	January 5, 2009	October 1, 2008 – October 31, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	November 6, 2008	TX 6-665-143	November 6, 2008	September 1, 2008 – September 30, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	September 29, 2008	TX 6-685-289	September 29, 2008	August 1, 2008 – August 31, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	September 25, 2008	TX 6-662-597	September 25, 2008	July 1, 2008 – July 31, 2008

<u>Copyright</u>	<u>Owner</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Date of Publication of First and Last Issues in Group</u>
JOURNAL					
THE DAYTONA BEACH NEWS-JOURNAL	NJC	August 15, 2008	TX 6-662-651	August 15, 2008	June 1, 2008 – June 30, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	July 18, 2008	TX 6-664-760	July 18, 2008	May 1, 2008– May 31, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	June 19, 2008	TX 6-661-253	June 19, 2008	April 1, 2008– April 30, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	May 6, 2008	TX 6-662-603	May 6, 2008	March 1, 2008 – March 31, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	May 6, 2008	TX 6-662-453	May 6, 2008	February 1, 2008 – February 29, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	March 3, 2008	TX 6-648-699	March 3, 2008	January 1, 2008 – January 31, 2008, 2008