

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
Sun-Times Media, LLC		04/23/2010	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Make It Better LLC		
Street Address:	1150 Wilmette Ave.		
Internal Address:	Suite J		
City:	Wilmette		
State/Country:	ILLINOIS		
Postal Code:	60091		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3035690	NORTH SHORE	
Registration Number:	3035658	NORTHSHORE	
Registration Number:	3035652	NORTHSHORE	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3300		
Email:	jchester@sidley.com		
Correspondent Name:	Sidley Austin LLP c/o Julia Chester		
Address Line 1:	717 N. Harwood		
Address Line 2:	Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	68098-10010		

CH \$90.00 3035690

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**TRADEMARK
 REEL: 004196 FRAME: 0201**

NAME OF SUBMITTER:	Julia Chester
Signature:	/Julia Chester/
Date:	04/29/2010
Total Attachments: 2 source=Make It Better Assign#page1.tif source=Make It Better Assign#page2.tif	

**BILL OF SALE
AND
ASSIGNMENT AND ASSUMPTION
AGREEMENT**


This BILL OF SALE AND ASSIGNMENT AND ASSUPTION AGREEMENT is made and entered into as of April 23, 2010 by and between Sun-Times Media, LLC, an Illinois limited liability company ("Seller") and Make It Better LLC, an Illinois limited liability company ("Buyer"). All capitalized terms used but not otherwise defined herein have the meanings set forth in that certain Asset Purchase Agreement dated as of April 23, 2010 (the "Asset Purchase Agreement") by and between Seller and Buyer.

For and in consideration of the payment of the Purchase Price, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of the Asset Purchase Agreement:

1. Seller does hereby sell, assign, transfer and set over and deliver to Buyer, all right, title and interest in and to the Purchased Assets without any warranty except as set forth in the Asset Purchase Agreement
2. Buyer hereby accepts assignment of the Assumed Contracts and assumes and agrees to pay, discharge and perform (i) all liabilities and obligations of the Business under the Assumed Contracts arising out of events or conditions occurring after the Closing, and (ii) all other liabilities arising out of the operation of the Business from and after the Closing.

IN WITNESS WHEREOF, the Seller and Buyer have each caused this Bill of Sale and Assignment and Assumption Agreement to be executed by a duly authorized officer as of the date first above written.

SUN-TIMES MEDIA, LLC

By: 
Name: JAMES D. MCDONOUGH
Title: SENIOR VICE PRESIDENT

MAKE IT BETTER LLC

By: _____
Name: Susan B. Noyes
Title: Chairperson and Member

EXECUTION COPY

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SUN-TIMES MEDIA, LLC

By: _____
Name: _____
Title: _____

MAKE IT BETTER LLC

By: 
Name: Susan B. Noyes
Title: Chairperson and Member

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