

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 Texas Newspapers, L.P.		07/31/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Robinson Media Company, LLC		
Street Address:	900 Austin Avenue, 12th Floor		
City:	Waco		
State/Country:	TEXAS		
Postal Code:	76701		
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1605538	WACO TRIBUNE-HERALD	
Registration Number:	2441191	ACCESS WACO	
Registration Number:	2190625	WACO TODAY	
Registration Number:	2195235	H.O.T. CLASSIFIEDS!	
Registration Number:	2919564	PICK IT UP! CLICK IT UP!	
Registration Number:	2931378		
CORRESPONDENCE DATA			
Fax Number:	(254)776-3591		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2547765500		
Email:	lindsey@thetexasfirm.com		
Correspondent Name:	Jennifer Campbell Lindsey		
Address Line 1:	PO Box 21117		
Address Line 4:	Waco, TEXAS 76702		

OP \$165.00 1605538

NAME OF SUBMITTER:	Jennifer Campbell Lindsey
Signature:	/jcl/
Date:	06/25/2010
<p>Total Attachments: 18</p> <p>source=0355_001#page1.tif source=0355_001#page2.tif source=0355_001#page3.tif source=0355_001#page4.tif source=0355_001#page5.tif source=0355_001#page6.tif source=0355_001#page7.tif source=0355_001#page8.tif source=0355_001#page9.tif source=0355_001#page10.tif source=0355_001#page11.tif source=0355_001#page12.tif source=0355_001#page13.tif source=0355_001#page14.tif source=0355_001#page15.tif source=0355_001#page16.tif source=0355_001#page17.tif source=0355_001#page18.tif</p>	

**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 Texas Newspapers, L.P., a Delaware limited partnership ("Seller"), and Robinson Media Company, LLC, a Texas limited liability company ("Assignee").

RECITALS:

A. Seller and C.C. Robinson Property Company, Ltd., a Texas limited partnership ("Buyer") have entered into an Asset Purchase Agreement dated July 15, 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 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.

B. By an assignment agreement dated July 30, 2009 between Buyer, as Assignor, and Assignee, Buyer has, pursuant and subject to Section 10.4 of the Purchase Agreement, assigned to Assignee and Assignee has assumed from Buyer, all of Buyer's right, title and interest in the Transferred Assets, save and except the Owned Real Property under 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 and delivers to Assignee all right, title and interest of Seller in and to the Business Intellectual Property, 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 Assignee 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. Assumption. Assignee hereby purchases, acquires and accepts 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 Assignee shall execute and deliver such further instruments of sale, transfer, delivery and assumption reasonably requested by the other in order for Seller to more effectively sell, transfer and deliver to Assignee, and for Assignee to purchase, acquire and accept, all right, title and interest of Seller in and to the Business Intellectual Property.

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 Assignee 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.

[Signatures on the following page]

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.

ASSIGNEE:

ROBINSON MEDIA COMPANY, LLC

By: Gordon B. Robinson
Name: Gordon B. Robinson
Title: President

SELLER:

COX TEXAS NEWSPAPERS, L.P.

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

By: _____
Name: Richard J. Jacobson
Title: Vice President

[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.

ASSIGNEE:

ROBINSON MEDIA COMPANY, LLC

By: _____

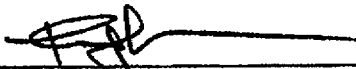
Name: _____

Title: _____

SELLER:

COX TEXAS NEWSPAPERS, L.P.

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

By:  _____

Name: Richard J. Jacobson

Title: Vice President

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

SCHEDULE 1

REGISTERED BUSINESS INTELLECTUAL PROPERTY

**Schedule 3.9.1
(Registered Business Intellectual Property)**

REDACTED

REDACTED

REDACTED

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WACO TRIBUNE HERALD				
TRADEMARK REGISTRATIONS/APPLICATIONS				
FEDERAL				
MARK	REG. NO. (SERIAL NO.)	REGISTRANT	GOODS/SERVICES	STATUS
ACCESS WACO	2,441,191	Cox Texas Newspapers, L.P.	Class 42: Providing an electronic database on a global computer network containing information generally found in a newspaper.	Registered Renewal due 4/3/2011
WACO TRIBUNE- HERALD	1,605,538	Cox Texas Newspapers, L.P.	Class 16: Newspapers	Registered Renewal due 7/10/2010
WACO TODAY	2,190,625	Cox Texas Newspapers, L.P.	Class 16: Magazine featuring general news stories.	Registered Renewal due 9/22/2018
H.O.T. CLASSIFIEDS!	2,195,235	Cox Texas Newspapers, L.P.	Class 16: Newspaper classified advertisement section.	Registered Renewal due 10/13/2018
PICK IT UP! CLICK IT UP!	2,919,564	Cox Newspapers, Inc.	Class 16: Daily newspapers. Class 35: Dissemination of advertising for others via the Internet.	Registered Affidavit of Use due 1/18/2011
MISCELLANEOUS DESIGN (MOUSE DESIGN)	2,931,378	Cox Newspapers, Inc.	Class 16: Daily newspapers. Class 35: Dissemination of advertising for others via the Internet.	Registered Affidavit of Use due 3/8/2011

REDACTED

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REDACTED