

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Denver Post, LLC		02/01/2013	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	MediaNews Group, Inc.		
Street Address:	101 West Colfax Avenue		
Internal Address:	Suite 1100		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3900342	ADTAXI NETWORKS	
Registration Number:	3900343	ADTAXI NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	2122996051		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-837-6847		
Email:	trademarks@hugheshubbard.com		
Correspondent Name:	Natasha N. Reed		
Address Line 1:	One Battery Park Plaza		
Address Line 2:	Hughes Hubbard & Reed LLP		
Address Line 4:	New York, NEW YORK 10004-1482		
ATTORNEY DOCKET NUMBER:	013290-00001		
NAME OF SUBMITTER:	Natasha N. Reed		


OP \$65.00 3900342

Signature:	/Natasha N. Reed/
Date:	08/28/2013
Total Attachments: 4 source=MediaNews Trademark Assignment from Denver Post#page1.tif source=MediaNews Trademark Assignment from Denver Post#page2.tif source=MediaNews Trademark Assignment from Denver Post#page3.tif source=MediaNews Trademark Assignment from Denver Post#page4.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into effective as of February 1, 2013 (the "Effective Date"), by and between **The Denver Post, LLC**, a Delaware limited liability company with principal offices located at 101 West Colfax Avenue, Denver, Colorado 80202 ("Assignor"), and **MediaNews Group, Inc.**, a Delaware corporation with principal offices located at 101 West Colfax Avenue, Suite 1100, Denver, Colorado 80202 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest, including, without limitation, common law trademark rights, in and to the ADTAXI NETWORKS and

 service marks used in connection with "Advertising and advertisement services; Advertising and marketing services, namely, promoting the goods and services of others" (the "Marks"), and Assignor owns the federal registrations of the Marks in the United States as reflected on Exhibit A attached hereto (the "Registrations"); and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Marks and Registrations.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant, promise and agree as follows:

1. Assignment. Assignor does hereby assign and transfer to Assignee all right, title and interest in and to the Marks and Registrations, and any rights it may have in and to derivatives of the Marks, together with the goodwill symbolized by said Marks, and all income, royalties, fees, damages and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Marks.

2. Further Assurances.

(a) Assignor agrees to execute, acknowledge and deliver assignments of the Marks and Registrations therefore on appropriate forms to satisfy applicable statutory and regulatory requirements. Such assignments shall be on such forms as may be prescribed by the applicable agency or authority or, in the absence of any such requirements, as may be appropriate under the circumstances. Assignor agrees to take all such other action as may be necessary, advisable and appropriate to implement, register, perfect or otherwise notify all appropriate governmental agencies and authorities of the assignment contained herein.

(b) Assignor shall provide Assignee cooperation and assistance (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney, assignment documents, exhibits, specimens or other documentation as may be reasonably required):

(i) in the preparation and prosecution of any new applications for registration of the Marks and any applications for renewal of the Registrations;

(ii) in the prosecution or defense of any cancellation or opposition proceedings, interferences, infringement suits, or other proceedings that may arise in connection with the Marks or Registrations, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; and

(iii) in obtaining any additional trademark or service mark protection for the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect.

3. Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) Assignor has the right, power and authority to enter into this Assignment;

(b) Other than Alden Global Capital, LLC's security interest in the Marks and Registrations, Assignor is the exclusive owner of all right, title and interest in and to the Marks and Registrations;

(c) Other than Alden Global Capital, LLC's security interest in the Marks and Registrations The Marks and Registrations are free of any liens, security interests, encumbrances or licenses;

(d) To the knowledge of Assignor, the Marks and Registrations do not infringe the rights of any person or entity;

(e) There are no claims, pending or threatened, with respect to Assignor's rights in the Marks or Registrations;

(f) This Assignment is valid, binding and enforceable in accordance with its terms; and

(g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment.

4. Consideration. As consideration for the assignment of the Marks and Registration and for the agreements made by Assignor in this Assignment Assignor shall pay Assignee a sum of Four Hundred Seventeen Thousand Dollars (\$417,000.00 USD), immediately upon execution of this Assignment.

5. Effectiveness. This Assignment shall enter into effect as of the Effective Date, and shall be binding upon and inure for the benefit of the lawful and permitted successors and assigns of the parties

6. Waiver. The failure of either party to enforce any provision of this Assignment shall not be construed as a waiver or limitation of that party's right to subsequently enforce and

compel strict compliance with every provision of this Assignment. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Colorado.

8. Severability. If any term or provision of this Assignment shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason, the remaining provisions of this Assignment shall remain enforceable and the invalid, illegal or unenforceable provisions shall be modified so as to be valid and enforceable and shall be enforced.

9. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

10. Amendment. No amendments to this Assignment shall be effective unless made in writing and signed by duly authorized representatives of the each of the parties.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date written below.

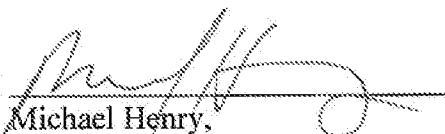
**ASSIGNOR:**

**ASSIGNEE:**

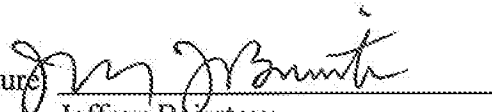
**The Denver Post, LLC**

**MediaNews Group, Inc.**

Signature:

  
\_\_\_\_\_  
Michael Henry,  
Chief Financial Officer


Signature:

  
\_\_\_\_\_  
Jeffrey Bairstow  
President

Date: February 1, 2013

Date: February 1, 2013

EXHIBIT A

Mark	United States Trademark Reg. No.	Reg. Date	Class	Services
ADTAXI NETWORKS	3,900,342	1/4/2011	35	Advertising and advertisement services; Advertising and marketing services, namely, promoting the goods and services of others
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