

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309182

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Boston Globe Media Partners, LLC		06/02/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Halifax Worcester, LLC		
<b>Street Address:</b>	2339 Beville Road		
<b>City:</b>	Daytona Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32119		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: FLORIDA		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3613680	D.B.A.	
<b>Registration Number:</b>	4075542	MASSMOMS.COM	
<b>Registration Number:</b>	3435806	ON THE COMMON.COM	
<b>Registration Number:</b>	0514508	SUNDAY TELEGRAM	
<b>Registration Number:</b>	1574954	TELEGRAM & GAZETTE	
<b>Registration Number:</b>	3831449	WORCESTERU	
<b>Registration Number:</b>	4503062	WORCESTER CONNECTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3132342800		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	313 234-2772		
<b>Email:</b>	IPDocketing@foley.com, jrodriguez@foley.com		
<b>Correspondent Name:</b>	Margaret L. Mettler -Foley & Lardner LLP		
<b>Address Line 1:</b>	One Detroit Center		
<b>Address Line 2:</b>	500 Woodward Avenue - Suite 2700		
<b>Address Line 4:</b>	Detroit, MICHIGAN 48226-3489		
<b>ATTORNEY DOCKET NUMBER:</b>	096616-0134		
<b>NAME OF SUBMITTER:</b>	Margaret L. Mettler		

OP \$190.00 3613680

<b>SIGNATURE:</b>	/Margaret L. Mettler/
<b>DATE SIGNED:</b>	06/30/2014
<b>Total Attachments: 5</b> source=Trademark Assignment - Boston Globe Media Partners, LLC to Halifax Worcester, LLC (6-2-14)#page1.tif source=Trademark Assignment - Boston Globe Media Partners, LLC to Halifax Worcester, LLC (6-2-14)#page2.tif source=Trademark Assignment - Boston Globe Media Partners, LLC to Halifax Worcester, LLC (6-2-14)#page3.tif source=Trademark Assignment - Boston Globe Media Partners, LLC to Halifax Worcester, LLC (6-2-14)#page4.tif source=Trademark Assignment - Boston Globe Media Partners, LLC to Halifax Worcester, LLC (6-2-14)#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment Agreement") is made and entered into as of June 2, 2014, by and between Boston Globe Media Partners, LLC, a Delaware limited liability company ("Assignor"), and Halifax Worcester, LLC, a Florida limited liability company ("Assignee"). All capitalized terms used herein but not defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

WHEREAS, Worcester T&G LLC, a Delaware limited liability company, Assignor, Assignee and Halifax Media Holdings, LLC, a Delaware limited liability company, have entered into that certain Asset Purchase Agreement dated as of May 21, 2014 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor agreed to sell, assign, transfer, convey and deliver to Assignee, among other assets, its entire right, title and interest in, to and under all Owned Intellectual Property, including those trademarks specified on Exhibit A hereto (such trademarks, the "Assigned Trademarks");

NOW, THEREFORE, for valuable consideration furnished by Assignee or its Affiliates to Assignor or its Affiliates, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including all goodwill of the business associated therewith, including all rights therein provided by international conventions or treaties, and the right to sue and recover damages for past, present and future infringement, dilution, misappropriation, unlawful imitation or other violation thereof.

2. Assignor hereby agrees to take all actions (other than the filing of this Assignment Agreement with the United States Patent and Trademark Office, which filing shall be made by Assignee) and execute all documents reasonably necessary to record and perfect the interest of Assignee in and to the Assigned Trademarks, and shall not take any action or enter into any agreement in conflict with this Assignment Agreement.

3. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, and any other applicable governmental authority, to issue or transfer all Assigned Trademarks to Assignee, as assignee of the entire right, title and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Assignment Agreement with any applicable government authority so as to perfect its ownership of the Assigned Trademarks.

4. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same agreement. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.

5. This Assignment Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts executed in and to be performed in that State, without regard to conflicts of laws principles of such State.

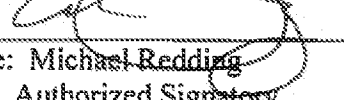
*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed as of the date first written above.

BOSTON GLOBE MEDIA PARTNERS, LLC

By: \_\_\_\_\_  
Name: A. David Carrillo  
Title: Vice President

HALIFAX WORCESTER, LLC

By:  \_\_\_\_\_  
Name: Michael Redding  
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties have caused this Assignment Agreement to be executed as of the date first written above.


BOSTON GLOBE MEDIA PARTNERS, LLC

By:   
Name: A. David Carrillo  
Title: Vice President

HALIFAX WORCESTER, LLC

By: \_\_\_\_\_  
Name: Michael Redding  
Title: Authorized Signatory

Exhibit A

Mark	Jurisdiction	File Date	Reg./App. No.	Reg. Date	Status	Class(es)	Renewal
d.b.a.	USA	June 4, 2008	3,613,680	April 28, 2009	Registered	16, 41	April 28, 2015
MASSMOMS.COM	MA	June 20, 2011	73927	June 20, 2011	Registered	41	
MASSMOMS.COM	USA	June 3, 2011	4,075,542	December 20, 2011	Registered	41	
On the Common.com	USA	October 22, 2007	3,435,806	May 27, 2008	Registered	16, 41	May 27, 2014
SUNDAY TELEGRAM	USA	March 12, 1948	514,508	August 30, 1949	Registered	16	August 30, 2009
TELEGRAM & GAZETTE	USA	May 25, 1989	1,574,954	January 2, 1990	Registered	16	January 2, 2010
WorcesterU	USA	January 6, 2010	3,831,449	August 10, 2010	Registered	35, 45	
	USA	February 20, 2013	4,503,062	March 25, 2014	Registered	35, 41	