

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319940

<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>
Scripps Media, Inc.		01/25/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Pintail, LLC		
<b>Street Address:</b>	555 17th Street, Suite 425		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0737180	ROCKY MOUNTAIN NEWS	
<b>Registration Number:</b>	3626112	ROCKY MOUNTAIN NEWS	
<b>Registration Number:</b>	2157891	ROCKY PREPS	
<b>Registration Number:</b>	3573084	THE ROCKY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036106200		
<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>	7036106100		
<b>Email:</b>	boxip@hoganlovells.com		
<b>Correspondent Name:</b>	Timothy J. Lyden		
<b>Address Line 1:</b>	7930 Jones Branch Drive, 9th Floor		
<b>Address Line 2:</b>	Box Intellectual Property		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	33453.07		
<b>NAME OF SUBMITTER:</b>	Timothy J. Lyden		
<b>SIGNATURE:</b>	/Timothy J. Lyden/		
<b>DATE SIGNED:</b>	10/14/2014		
<b>Total Attachments: 6</b>			
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**ASSET PURCHASE AGREEMENT:  
NAME AND MARKS OF THE ROCKY MOUNTAIN NEWS**

This Agreement (the "Agreement") is entered into on January 25, 2010 (the "Effective Date"), by Pintail, LLC, a Delaware limited liability company ("Buyer") and Scripps Media, Inc., a Delaware corporation and successor to Denver Publishing Company ("Seller").

WHEREAS, Seller formerly published the *Rocky Mountain News*, a daily newspaper in Denver, Colorado, pursuant to a Joint Operating Agreement for *The Denver Post* and the *Rocky Mountain News* (the "JOA").

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the name "Rocky Mountain News", all of Seller's trademark rights relating to the *Rocky Mountain News*, and certain other related assets specified herein;

NOW, THEREFORE, the parties agree as follows:

1. Assets to be Purchased. Buyer will purchase from Seller, and Seller will sell, transfer, assign and deliver to Buyer on the Closing Date (as defined below), free and clear of all liens and encumbrances, except as otherwise provided in Section 5 hereof, all right, title and interest in and to the following (collectively, the "Purchased Assets"):

(a) The title, nameplate, logo and masthead "Rocky Mountain News" and the electronic versions thereof;

(b) The domain names for the websites listed on Schedule A hereto; and

(c) All trademarks, trade names, service marks, certification marks, trade dress, identifying symbols, designs, product names, slogans, logos or insignia owned by Seller relating to the *Rocky Mountain News*, whether registered or unregistered, and all common law rights, applications and registrations associated therewith, and all goodwill associated therewith (collectively, the "Trademark Rights"), including without limitation those trademarks and trade names listed on Schedule B hereto.

2. Closing. The purchase and sale provided for in this Agreement shall take place within two (2) business days of the date of this Agreement (the "Closing Date").

3. No Liabilities. Buyer will not assume any liabilities or other obligations of Seller, whether known, unknown, actual or contingent.

5. Archives.

6. Confidentiality.

7. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that (i) Seller has, and on the Closing Date will have and will convey to Buyer, good title to the Purchased Assets, free and clear of all liens and encumbrances except as otherwise provided in Section 5 hereof; (ii) the Purchased Assets, and performance by either party of its rights or obligations in accordance with this Agreement, do not and shall not misappropriate or infringe any intellectual property right or other proprietary right of any third party; (iii) no person other than Seller has any right, title or interest in or to any of the Purchased Assets except as otherwise provided in Section 5 hereof; (iv) the Purchased Assets include all of Seller's trademark and similar rights relating to the *Rocky Mountain News*; (v) the Purchased Assets and all of Seller's rights therein are valid, enforceable, and transferable to Buyer in accordance with the terms of this Agreement, and none of the Purchased Assets has been or is the subject of any pending adverse judgment, injunction, order, decree or agreement restricting its use, or, to Seller's knowledge, any threatened litigation or claims or any pending litigation or claims; (vi) all registrations of or applications to register any of the Purchased Assets are valid and subsisting, in full force and effect, and all issuance, renewal, maintenance and other payments and filings that are or have become due or are or will be required to be made with respect to any of the Purchased Assets at any time until 180 days after the Closing Date will be timely paid or made by or on behalf of Seller prior to the Closing Date; (vii) there are no opposition, reissue, reexamination, cancellation, concurrent use, abandonment or other similar proceedings, challenges or interferences declared with respect to the Purchased Assets, or to the knowledge of Seller, threatened, and Seller is not aware of any facts or alleged facts which are likely to serve as the basis for any such claim or assertion; (viii) Seller has all requisite power and authority to execute, deliver and perform this Agreement and all documents executed in connection herewith and to perform the transactions contemplated hereby and thereby; and (ix) Seller's performance of its obligations hereunder shall not violate any applicable law or any decree or judgment of any court or governmental authority, or violate or

conflict with, or permit the cancellation of, or constitute a default under, any agreement to which Seller is a party.

8. Deliveries: Further Assurances. On the Closing Date, Seller will execute and deliver to Buyer such documents as Buyer may reasonably request for the purpose of consummating the transfer of the Purchased Assets. On and after the Closing Date, Seller shall, at the request of Buyer, execute and deliver to Buyer any further instruments, assignments, assurances and other documents, and/or take such other actions, as Buyer may reasonably request in connection with the transfer of the Purchased Assets and the vesting in Buyer of all the rights, titles, interests, powers and privileges intended to be transferred to Buyer under this Agreement.

9. Website. Seller may leave the website of *The Rocky Mountain News* up until Buyer requests Seller to take it down or otherwise modify it.

10. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes any prior understanding, agreement or representation by the parties, written or oral, related to the subject matter hereof.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving any effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Ohio.

SELLER:

SCRIPPS MEDIA, INC.

By: William Appleton  
Name: WILLIAM APPLETON  
Title: SENIOR V.P. + GENERAL COUNSEL

BUYER:

PINTAIL, LLC

By: Ryan McKibben  
Name: Ryan McKibben  
Title: CEO Clarity Media Group.

Schedule A

*The Rocky Mountain News Website Domain Names*

- www.denver-rmn.com
- www.myrocky.com
- www.myrockymountainnews.com
- www.rockymountainnews.com
- www.rockymountainnews.info
- www.rockymountainnews.mobi
- www.rockymountainnews.net
- www.rockymountainnews.org
- www.rockymountainnews.us
- www.rockynews.com
- www.rockypreps.com
- www.rockypreps.us

**Schedule B**

**The Rocky Mountain News Trademarks and Trade Names**

<b><u>Mark or Name</u></b>	<b><u>Registration Number</u></b>	<b><u>Jurisdiction</u></b>
Rocky Mountain News (Class 16)	737,180	Federal
Rocky Mountain News (Class 41)	3626112	Federal
Rocky Mountain News	20001235575	Colorado
Rocky Preps	2157891	Federal
The Rocky	3573084	Federal

## Schedule C

### Archive Assets

1. **"Archive Photos"**. Archive Photos includes all uninventoried photographs and film media of *Rocky Mountain News* currently housed in the Western History and Genealogy Department of the Denver Public Library.
  
2. **"Rocky Mountain News Physical Archive Assets"**. *Rocky Mountain News* Physical Archive Assets includes the following:
  - a. **Fixtures and Furniture**
    - Shelving Microfilm cabinets.
  
  - b. **Books**
    - Professional library materials that remain after the Colorado Historical Society has selected titles for its collection.
  
  - c. **Documents**
    - Correspondence, memos, news budgets and marketing reports that document the history of the *Rocky Mountain News*.
  
3. **"Archive Materials"**. Archive Materials includes the following:
  - Newspaper clippings files
  - Index to the newspaper clippings files
  - Files containing published photographic prints, and negatives thereof
  - Published digital photographic files
  - Microfilm reels of the *Rocky Mountain News* from c1900 to present
  - Cached copy of rockymountainnews.com
  - Pdfs of published pages of the *Rocky Mountain News*