

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332990

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Court Order transferring trademarks and goodwill free and clear of all liens and security interests		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The New York Post Co., Inc.		09/15/1993	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NYP Holdings, Inc.		
<b>Street Address:</b>	1211 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1526818	NEW YORK POST	
<b>Registration Number:</b>	1678509	PAGE SIX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129537201		
<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>	212.415.9200		
<b>Email:</b>	ny.trademark@dorsey.com		
<b>Correspondent Name:</b>	Susan Progoff		
<b>Address Line 1:</b>	Dorsey & Whitney LLP		
<b>Address Line 2:</b>	51 West 52nd Street		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6119		
<b>ATTORNEY DOCKET NUMBER:</b>	498172-00010		
<b>NAME OF SUBMITTER:</b>	Susan Progoff		
<b>SIGNATURE:</b>	/sp/		
<b>DATE SIGNED:</b>	02/23/2015		
<b>Total Attachments: 9</b>			
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UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

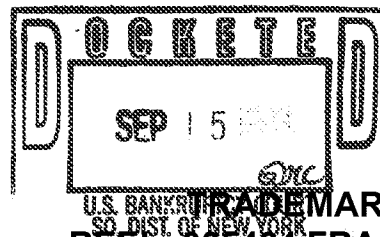
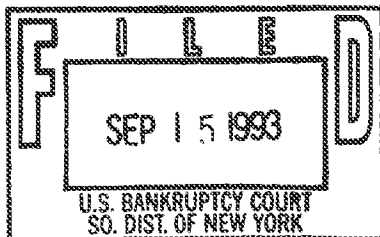
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In re : Chapter 11  
THE NEW YORK POST CO., INC., : Case No. 93 B 41306 (BRL)  
Debtor. :

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ORDER, PURSUANT TO BANKRUPTCY CODE § 363 AND  
BANKRUPTCY RULES 2002(a), 6004 AND 6006, AUTHORIZING  
THE DEBTOR TO ENTER INTO AND APPROVING AN ASSET PURCHASE  
AGREEMENT WITH NYP HOLDINGS, INC. FOR THE SALE OF ASSETS  
TO NYP FREE AND CLEAR OF ALL LIENS, CLAIMS AND ENCUMBRANCES

Upon the joint motion dated August 6, 1993 (the "Motion") of The New York Post Co., Inc., debtor and debtor-in-possession herein (the "Debtor"), and NYP Acquisition Corp. ("Acquisition"), manager of the Debtor, seeking entry of an order, pursuant to section 363 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), authorizing the Debtor to enter into and approving an asset purchase agreement (the "Asset Purchase Agreement"), a copy of which is annexed to the Motion as Exhibit A, with NYP Holdings, Inc. ("NYP") for the sale of substantially all of the Debtor's assets (the "Purchased Assets") used by the Debtor in connection with the operation of its business, which is publishing the "New York Post" (the "Newspaper"), to NYP, free and clear of all liens, claims and encumbrances; and notice of the Motion, the relief requested therein and the



hearing to be held with respect thereto having been given to the Office of the United States Trustee, NYP, counsel to the Post Committee, counsel to the Official Committee of Unsecured Creditors in In re Peter S. Kalikow, 91 B 13885 (BRL) (the "Kalikow Committee"), counsel to the debtor in In re Peter S. Kalikow, 91 B 13885 (BRL), counsel to Bankers Trust, all scheduled creditors of the Debtor, all potential bidders who have expressed a bona fide interest to the Debtor in acquiring the Purchased Assets, and all persons who or entities which filed a notice of appearance under Bankruptcy Rule 2002 in this chapter 11 case, all in accordance with this Court's order dated August 6, 1993 (the "Scheduling Order"); and the Court having established certain guidelines and requirements for the submission of competing bids pursuant to the Scheduling Order, including, without limitation, that all competing bids must be on substantially the same terms and conditions as those set forth in the Asset Purchase Agreement, except as to the purchase price and the payment of a break-up fee to NYP; and the Court having considered the Motion and the exhibits annexed thereto; and upon the record of the hearing to consider the relief requested in the Motion held before this Court on September 14, 1993 (the "Hearing"); and it appearing that it is in the best interests of the Debtor, its estate and its creditors for the Debtor to sell the Purchased Assets; and after due deliberation and sufficient cause appearing therefor, it is hereby

FOUND, ADJUDGED AND DECREED AS FOLLOWS:

A. On March 15, 1993 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, and, pursuant to Bankruptcy Code §§ 1107(a) and 1108, the Debtor has continued to operate its business and manage its properties as debtor-in-possession.

B. Pursuant to 28 U.S.C. §§ 1334(b), 1334(d) and 157(a) and the Order of Referral of Cases to Bankruptcy Judges dated July 10, 1984, entered by the United States District Court for the Southern District of New York, Acting Chief Judge Ward, this Court has jurisdiction to hear and determine the Motion and all matters related thereto.

C. The Motion is a core proceeding under 28 U.S.C. § 157(b).

D. The Debtor and Acquisition have complied with this Court's Scheduling Order by giving proper, timely and sufficient notice (the "Notice") of the Motion and the Hearing to (a) the Office of the United States Trustee, (b) counsel to the Post Committee, (c) counsel to the Kalikow Committee, (d) counsel to Peter S. Kalikow, Bankers Trust, (e) all scheduled creditors of the Debtor, (f) all potential bidders who have expressed a bona fide interest to the Debtor in acquiring the Purchased Assets, and (g) all persons who or entities which filed a notice of appearance under Bankruptcy Rule 2002 in this chapter 11 case, and by publishing the Notice once in each of The New York Times (National Edition) and The New York Post. No other or further notice of the Motion or Hearing is necessary or required.

E. Pursuant to the Asset Purchase Agreement, NYP has agreed to purchase the Purchased Assets, which include, without limitation, all of the Debtor's right, title and interest in and to substantially all of the assets, properties and rights owned by the Debtor, or used or held for use by the Debtor in the operation of the Newspaper, as described more particularly in the Asset Purchase Agreement.

F. The Debtor has good and lawful title to the Purchased Assets.

G. Sound business reasons exist for the Debtor to sell the Purchased Assets pursuant to Bankruptcy Code § 363(b) and (f).

H. The consideration to be provided to the Debtor under the Asset Purchase Agreement exceeds the value of the Purchased Assets. NYP is the only bidder for the Debtor's assets. The Debtor has suffered continuing and substantial losses during the course of this case, and the value of the Debtor as a going concern is consequently rapidly diminishing. Absent consummation of the Asset Purchase Agreement, it is likely that the Debtor will liquidate. The Debtor has no cash reserves, and no sources of financing other than NYP Acquisition Corp.

I. The Asset Purchase Agreement has been negotiated in good faith and at arm's length by the Debtor and NYP, the terms contained therein are fair and reasonable, and approval of the transactions contemplated therein are in the best interests of the Debtor's creditors and estate.

J. NYP is a purchaser acting in good faith, as that term is utilized in the Bankruptcy Code.

K. The bidding and auction procedures established pursuant to the Scheduling Order and implemented by the Court at the Hearing were fair and reasonable and a reasonable opportunity has been afforded any person or entity to make a higher or better offer to purchase the Purchased Assets, and no higher or better offer has been made.

L. The purchase price for the Purchased Assets represents the highest and best value realizable.

M. The Debtor is the tenant under the leases (collectively, the "Leases") and a party to the contracts and other agreements (collectively, the "Contracts") set forth and described in the Exhibit of Leases and Contracts to be assumed that has been filed with the Court.

N. The Leases and Contracts are in full force and effect and defaults, if any, shall be cured by the closing of the transactions contemplated by the Asset Purchase Agreement.

O. As required by Bankruptcy Code § 365(b)(1)(C) and (f)(2)(b), NYP, by consummating the transactions contemplated by the Asset Purchase Agreement, shall be deemed to provide adequate assurance of future performance of the Leases and Contracts.

P. Sound business reasons exist for the Debtor to assume and assign to NYP the Leases and Contracts as of the Closing Date.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
THAT:

1. The Motion is granted in its entirety and approved in all respects.

2. Pursuant to Bankruptcy Code § 363(b), and for the total consideration as set forth in the Asset Purchase Agreement, the Debtor is hereby authorized and directed to sell and transfer the Purchased Assets to NYP upon the terms and subject to the conditions set forth in the Asset Purchase Agreement.

3. The Asset Purchase Agreement (including any exhibits and schedules annexed thereto) and all of their terms and provisions are hereby approved in their entirety.

4. The Debtor is hereby authorized, empowered and directed to execute, deliver, file, record, or otherwise perform all things necessary to effectuate this Order to and consummate the transactions contemplated by the Asset Purchase Agreement.

5. Except as provided in the Asset Purchase Agreement, pursuant to Bankruptcy Code § 363(b) and (f), the Purchased Assets shall be sold and transferred to NYP on the Closing Date (as such term is defined in the Asset Purchase Agreement) free and clear of any and all liens, claims, charges, encumbrances, mortgages, pledges, security interests and any other interest in such Purchased Assets (collectively, the "Liens"), whether arising prior to or subsequent to the Petition Date, with any and all Liens thereafter attaching



only to the Proceeds with the same priority, validity, force, effect and enforceability, and subject to the same defenses and avoiding power actions as such Liens have or may now be subject to with respect to the Purchased Assets.

6. The provisions of this Order authorizing the sale and transfer of the Purchased Assets to NYP, free and clear of all Liens, shall be self-executing, and neither the Debtor, NYP nor any party or entity asserting a Lien on the Purchased Assets shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions hereof; provided, however, that this decretal paragraph shall not excuse the Debtor or NYP from performing any and all of their respective obligations under the Asset Purchase Agreement and this Order.

7. Each and every federal, state and local governmental agency or department and title company is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Asset Purchase Agreement, including a certified copy of this Order.

8. This Order shall be binding upon, and inure to the benefit of the Debtor, NYP, and their respective assigns, including, without limitation, any trustee(s) hereafter appointed for the Debtor's estates, whether appointed under chapter 11 or chapter 7 of the Bankruptcy Code.

9. Except as provided in the Asset Purchase Agreement, from and after the Closing Date, NYP shall not be deemed to be or liable as a successor-in-interest to the Debtor for any claims, liabilities, damages or causes of action with regard to the Purchased Assets, which arise from or relate to the period prior to the Closing Date.

10. NYP shall be entitled to the protection of Bankruptcy Code § 363(m) with respect to the sale of the Purchased Assets approved and authorized herein in the event this Order or any authorization contained herein is reversed or modified on appeal.

11. Pursuant to Bankruptcy Code § 1146(c), none of the transactions provided for in the Agreement including, without limitation, the sale of the Purchased Assets to NYP, shall be taxed under any law imposing a stamp or similar tax.

12. This Court shall retain jurisdiction over the parties for the purpose of enforcing the terms and provisions of this Order, to enforce any and all of its provisions against any person, entity or governmental body or agency, and to resolve any dispute arising under or relating to the interpretation of the terms and conditions of the Asset Purchase Agreement, this Order and the distribution of the Proceeds.

13. Pursuant to Bankruptcy Code § 365(a) and (f), the Debtor, is authorized to assume the Leases and Contracts contained in the Exhibit of Leases and Contracts to be assumed and assigned (the "Exhibit") filed with the Court, and the

12A. This Order shall not be construed to vacate or reverse in any way, the March 12, 1993 Order entered in the Bankruptcy Case of Peter S. Kalichow (91B13885-BEL) approving, inter alia, the sale of the stock of Postco to the New New York Post Corporation or the Order of this Court dated March 15, 1993, approving inter alia its management agreement.

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Debtor is authorized to sell and assign the Leases and Contracts to NYP, free and clear of all Liens, which assignments shall be deemed to occur as of the Closing Date without the execution or delivery of any further documents or instruments.

14. Defaults, if any, existing under the Leases and Contracts designated in the Exhibit shall be cured by the Closing Date and the Court shall retain jurisdiction to hear and determine any and all disputes in connection therewith.

15. Pursuant to Bankruptcy Code § 365, Acquisition, on behalf of the Debtor, is hereby authorized to reject all executory Leases and Contracts not listed on the Exhibit; provided, that such rejection shall be effective 30 days after the Closing Date. Parties to such Leases and Contracts are hereby directed to file a proof of claim for damages, if any, arising from such rejection within 30 days of the date of service of notice of such rejection.

Dated: New York, New York  
September 14, 1993

  
UNITED STATES BANKRUPTCY JUDGE