

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM337028

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	04/01/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JOURNAL COMMUNICATIONS, INC.		03/31/2015	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DESK BC MERGER, LLC		
<b>Street Address:</b>	312 WALNUT ST.		
<b>Internal Address:</b>	2800 SCRIPPS CENTER		
<b>City:</b>	CINCINNATI		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45202		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2779007	JOURNAL COMMUNICATIONS	
<b>Registration Number:</b>	3027159	STANDING UP FOR WHAT'S RIGHT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	734-623-1906		
<b>Email:</b>	cmitchell@dickinsonwright.com		
<b>Correspondent Name:</b>	CHRISTOPHER A. MITCHELL		
<b>Address Line 1:</b>	350 S. MAIN ST.		
<b>Address Line 2:</b>	SUITE 300		
<b>Address Line 4:</b>	ANN ARBOR, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	51852-9		
<b>NAME OF SUBMITTER:</b>	Christopher A. Mitchell		
<b>SIGNATURE:</b>	/Christopher A. Mitchell/		
<b>DATE SIGNED:</b>	04/02/2015		
<b>Total Attachments: 10</b>			

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ONLINE  
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**ARTICLES OF MERGER**

merging

**JOURNAL COMMUNICATIONS, INC.**  
(a Wisconsin corporation)

with and into

**DESK BC MERGER, LLC**  
(a Wisconsin limited liability company)

The undersigned party to an Agreement and Plan of Merger, attached hereto as Exhibit A (the "Plan of Merger"), between Journal Communications, Inc., a Wisconsin corporation ("Journal"), and Desk BC Merger, LLC, a Wisconsin limited liability company ("Desk BC Merger"), pursuant to Section 180.1105 and Section 183.1204 of the Wisconsin Statutes, hereby executes the following Articles of Merger:

**ARTICLE I**

The effective date and time of the merger shall be 12:01:03 a.m., Central Time, on April 1, 2015.

**ARTICLE II**

The name and state of incorporation or organization of each entity that is a party to the merger is as follows:

<u>Name of Entity</u>	<u>State of Incorporation / Organization</u>
Journal Communications, Inc.	Wisconsin
Desk BC Merger, LLC	Wisconsin

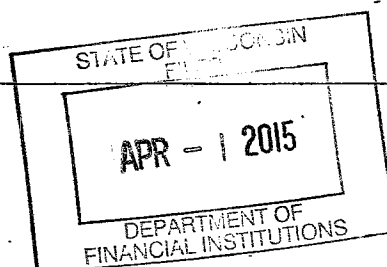
**ARTICLE III**

The Plan of Merger has been approved and adopted by each entity that is a party to the merger in accordance with Section 180.1103 and Section 183.1202 of the Wisconsin Statutes.

**ARTICLE IV**

Journal Communications, Inc. does not have a fee simple ownership interest in any Wisconsin real estate.

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**ARTICLE V**

The name of the surviving entity of the merger is Desk BC Merger, LLC. The articles of organization of Desk BC Merger, as in effect immediately prior to the effective time of the merger, will be the articles of organization of the surviving entity.

**ARTICLE VI**

An executed copy of the Plan of Merger is attached hereto as Exhibit A. The executed Plan of Merger is also on file at the principal place of business of Desk BC Merger, located at 312 Walnut Street, 28<sup>th</sup> Floor, Cincinnati, Ohio 45202. Desk BC Merger will provide a copy of the executed Plan of Merger, upon written request and without cost, to any member or shareholder of any entity party to the Plan of Merger or, upon written request and payment to Desk BC Merger of an amount equal to the cost of producing the copy, to any other interested person.

[Signature page follows]


This instrument was drafted by and should be returned to Russell E. Ryba at Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

IN WITNESS WHEREOF, Desk BC Merger, LLC, being the surviving entity of the merger herein described, has caused these Articles of Merger to be executed and delivered by an authorized officer of its sole member as of the 31st day of March, 2015.

**DESK BC MERGER, LLC**

**BY:**

**THE E. W. SCRIPPS COMPANY,  
its sole member**

By:   
William Appleton  
Senior Vice President and General Counsel

*[Signature Page to Broadcast Merger Articles of Merger]*

Exhibit A

**Agreement and Plan of Merger**

Attached.

**AGREEMENT AND PLAN OF MERGER**

**THIS AGREEMENT AND PLAN OF MERGER** (this "Agreement"), dated as of March 31, 2015, is entered into by and between Journal Communications, Inc., a Wisconsin corporation ("Journal"), and Desk BC Merger, LLC, a Wisconsin limited liability company ("Desk BC Merger").

**WITNESSETH**

**WHEREAS**, Desk BC Merger and Journal are entering into this Agreement, which contemplates the merger (the "Merger") of Journal with and into Desk BC Merger upon the terms and conditions provided herein and pursuant to Section 180.1101 of the Wisconsin Business Corporation Law (the "WBCL") and Section 183.1201 of the Wisconsin Limited Liability Company Act (the "WLLCA"); and

**WHEREAS**, the Boards of Directors and shareholders of Journal, and the sole member of Desk BC Merger, deem it, respectively, in the best interests of Journal and its shareholders, on the one hand, and Desk BC Merger and its sole member, on the other hand, that Journal be merged with and into Desk BC Merger, with Desk BC Merger being the surviving entity of the Merger, and the Boards of Directors and shareholders of Journal and the sole member of Desk BC Merger have adopted and approved this Agreement and have authorized its execution and delivery.

**NOW, THEREFORE**, in consideration of the premises and the agreements herein contained and in accordance with the WBCL and the WLLCA, the parties hereto adopt and agree to the following agreements, terms and conditions relating to the Merger and the mode of carrying the same into effect:

**ARTICLE 1****The Merger**

1.01 The Merger. Upon the terms and subject to the conditions of this Agreement, at the Effective Time (as defined below) in accordance with the WBCL and the WLLCA, Journal shall be merged with and into Desk BC Merger. Following the Merger, the separate existence of Journal shall cease and Desk BC Merger shall continue as the surviving business entity. Desk BC Merger as the surviving business entity after the Merger sometimes is hereinafter referred to as the "Surviving Entity."

1.02 Articles of Merger: Upon the terms and subject to the conditions of this Agreement, the parties hereto shall file articles of merger with the Wisconsin Department of Financial Institutions in accordance with Section 180.1105 of the WBCL and Section 183.1204 of the WLLCA, executed in accordance with the relevant provisions of the WBCL and the WLLCA.

1.03 Effective Time of the Merger. The Merger shall be effective at 12:01:03 a.m. Central Time on April 1, 2015 (the "Effective Time").

#### 1.04 Effects of the Merger.

(a) At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of the WBCL and WLLCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, the title to all property owned by each of Journal and Desk BC Merger shall vest in the Surviving Entity, without reversion or impairment, and all liabilities of Journal and Desk BC Merger shall become the liabilities of the Surviving Entity.

(b) If, at any time after the Effective Time, the Surviving Entity shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm of record or otherwise in the Surviving Entity its right, title or interest in, to or under any of the rights, properties or assets of either of Journal and Desk BC Merger acquired or to be acquired by the Surviving Entity as a result of, or in connection with, the Merger or otherwise to carry out this Agreement, then the officers and directors of the Surviving Entity shall be authorized to execute and deliver, in the name and on behalf of either of Journal and Desk BC Merger, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of such entities or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Entity.

#### 1.05 Organizational Documents; Member; Officers.

(a) At the Effective Time, the Articles of Organization of Desk BC Merger, as in effect immediately prior to the Effective Time, shall be the Articles of Organization of the Surviving Entity, until thereafter amended as provided by law.

(b) At the Effective Time, the operating agreement of Desk BC Merger, as in effect immediately prior to the Effective Time, shall be the operating agreement of the Surviving Entity.

(c) The officers of Desk BC Merger immediately prior to the Effective Time shall be the officers of the Surviving Entity, in each case until their successors are duly elected or appointed and qualified or until their earlier death, resignation or removal, subject to the terms of Desk BC Merger's operating agreement and any applicable employment or other agreements.

### ARTICLE 2

#### Effect of the Merger on the Journal Stock and the Membership Interests of Desk BC Merger

2.01 Effect on the Journal Common Stock. As of the Effective Time, by virtue of the Merger and without any action on the part of Journal stockholders and without payment by Desk BC Merger of any consideration to Journal or its shareholders, all of the Journal common stock issued and outstanding or held in the treasury, if any, immediately prior to the Effective Time shall no longer be issued or outstanding and shall automatically be cancelled or retired and shall cease to



exist, and each holder of a certificate representing any such Journal common stock shall cease to have any rights with respect thereto.

2.02 No Effect on Membership Interests of Desk BC Merger. The membership interests of Desk BC Merger outstanding immediately prior to the Effective Time shall not be affected in any manner by virtue of the Merger.

[Signature page follows]

IN WITNESS WHEREOF, Journal and Desk BC Merger have caused their respective duly authorized officers to execute this Agreement and Plan of Merger as of the date and year first above written.

JOURNAL COMMUNICATIONS, INC.

By: Mary Hill Tabor  
Name: Mary Hill Tabor  
Title: Senior Vice President, General Counsel, Secretary and Chief Compliance Officer

DESK BC MERGER, LLC

By: \_\_\_\_\_  
Name: William Appleton  
Title: Secretary

The undersigned hereby certifies that this Agreement has been adopted by the written consent of the sole member of Desk BC Merger in accordance with the WLLCA.

THE E. W. SCRIPPS COMPANY

By: \_\_\_\_\_  
Name: William Appleton  
Title: Senior Vice President and General Counsel

The shareholders of Journal approved the transactions contemplated by this Agreement at a Special Meeting of Shareholders held on March 11, 2015 in accordance with Journal's articles of incorporation, by-laws and the WBCL.

[Signature Page to Agreement and Plan of Merger of Desk BC Merger and Journal]

IN WITNESS WHEREOF, Journal and Desk BC Merger have caused their respective duly authorized officers to execute this Agreement and Plan of Merger as of the date and year first above written.

**JOURNAL COMMUNICATIONS, INC.**

By: \_\_\_\_\_

Name: Mary Hill Taibl  
Title: Senior Vice President, General  
Counsel, Secretary and Chief  
Compliance Officer

**DESK BC MERGER, LLC**

By: \_\_\_\_\_

Name: William Appleton  
Title: Secretary

The undersigned hereby certifies that this Agreement has been adopted by the written consent of the sole member of Desk BC Merger in accordance with the WLLCA.

**THE E. W. SCRIPPS COMPANY**

By: \_\_\_\_\_

Name: William Appleton  
Title: Senior Vice President and  
General Counsel

The shareholders of Journal approved the transactions contemplated by this Agreement at a Special Meeting of Shareholders held on March 11, 2015 in accordance with Journal's articles of incorporation, by-laws and the WBCL.

[Signature Page to Agreement and Plan of Merger of Desk BC Merger and Journal]



For Office



**State of Wisconsin  
Department of Financial Institutions**

***Endorsement***

**ARTICLES OF MERGER - Ch. 183**

**DESK BC MERGER, LLC**

**Received Date: 3/31/2015**

**Filed Date: 4/1/2015**

Filing Fee: \$150.00

Expedited Fee: \$25.00

Entity ID#: D053446

**Total Fee: \$175.00**

MERGING: JOURNAL COMMUNICATIONS, INC.  
(WISCONSIN DOMESTIC BUSINESS CORP) (NON-SURVIVOR)  
INTO: DESK BC MERGER, LLC  
(WISCONSIN DOMESTIC LLC) (SURVIVOR)

EFFECTIVE DATE: 4/1/15  
FSOI: NO

RETURN TO:  
CAROL GUNTHER  
FOLEY & LARDNER LLP  
PICK UP