

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM340237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sun-Times Media IP, LLC		10/31/2014	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Chicago Tribune Company, LLC		
Street Address:	435 N. Michigan Ave		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3476564	SOUTHTOWNSTAR	
Registration Number:	0261511	THE EVANSTON REVIEW	
Registration Number:	0261333	GLENCOE NEWS	
Registration Number:	0261512	WILMETTE LIFE	
Registration Number:	0261513	WINNETKA TALK	
Registration Number:	2284093	ANTIOCH REVIEW	
Registration Number:	0979443	TV PREVUE	
CORRESPONDENCE DATA			
Fax Number:	3122224579		
<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>			
Phone:	312-222-5955		
Email:	mburke@tribpub.com		
Correspondent Name:	Michael J. Burke		
Address Line 1:	435 N. Michigan Ave.		
Address Line 4:	Chicago, ILLINOIS 60611		
NAME OF SUBMITTER:	Michael J. Burke		
SIGNATURE:	/Michael J. Burke/		
DATE SIGNED:	05/04/2015		

OP \$190.00 3476564

Total Attachments: 13

source=10428#page1.tif
source=10428#page2.tif
source=10428#page3.tif
source=10428#page4.tif
source=10428#page5.tif
source=10428#page6.tif
source=10428#page7.tif
source=10428#page8.tif
source=10428#page9.tif
source=10428#page10.tif
source=10428#page11.tif
source=10428#page12.tif
source=10428#page13.tif

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "*Intellectual Property Assignment*"), is made effective as of the 31st day of October, 2014 by SUN-TIMES MEDIA HOLDINGS, LLC, a Delaware limited liability company (the "*Seller*"), SUN-TIMES MEDIA IP, LLC, an Illinois limited liability company (the "*Seller IP Entity*"), SUN-TIMES MEDIA PRODUCTIONS, LLC, an Illinois limited liability company ("*Productions*") and SUN-TIMES MEDIA, LLC, an Illinois limited liability company ("*Media*" and together with the Seller IP Entity and Productions, the "*Affiliated Sellers*" and each an "*Affiliated Seller*"), in favor of CHICAGO TRIBUNE COMPANY, LLC, a Delaware limited liability company (the "*Buyer*").

RECITALS

WHEREAS, the Buyer, the Seller and the Seller IP Entity have executed and delivered an Asset Purchase Agreement dated October 31, 2014 (the "*Purchase Agreement*");

WHEREAS, pursuant to the Purchase Agreement, Seller and each Affiliated Seller desires to convey, transfer, assign and deliver to the Buyer, and the Buyer desires to accept from the Seller and each Affiliated Seller, all of the Seller's and each Affiliated Seller's right, title and interest in and to the Business Intellectual Property;

WHEREAS, this Intellectual Property Assignment is being executed and delivered in order to effectuate the transfer to the Buyer of the Business Intellectual Property pursuant to the terms of the Purchase Agreement; and

WHEREAS, capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

AGREEMENT

1. INTELLECTUAL PROPERTY. The Seller and each Affiliated Seller hereby irrevocably sells, assigns, conveys, grants and transfers to the Buyer, and its successors and assigns, all of their right, goodwill, title and interest, of whatever kind, throughout the world, in and to the Business Intellectual Property (as defined and specifically set forth in Schedule 2.1(c) of the Purchase Agreement, a copy of which is attached hereto as EXHIBIT A), but specifically excluding the Excluded Assets.

2. RIGHTS. The foregoing assignments all include rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith. In addition, Seller and each Affiliated Seller agrees that it shall not oppose any application, seek to cancel any registration or initiate re-examination, object to any use by the Buyer of the Business Intellectual Property, or assist any third party in any of the foregoing.

3. **FURTHER ASSURANCES.** The Seller and each Affiliated Seller will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by the Buyer to vest, secure, and perfect, the rights and interests of the Buyer in and to the Business Intellectual Property.

4. **BINDING EFFECT.** This Intellectual Property Assignment inures to the benefit of and is binding upon the Buyer, the Seller and each Affiliated Seller and their respective heirs, successors and permitted assigns. Neither this Intellectual Property Assignment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including without limitation, by operation of law, by the Seller or any Affiliated Seller without the prior written consent of the Buyer.

5. **CONFLICT WITH AGREEMENT.** This Intellectual Property Assignment is executed and delivered pursuant to the Purchase Agreement and shall be subject to the terms and conditions of, and interpreted in accordance with, the Purchase Agreement. To the extent of any conflict between the terms and conditions of this Intellectual Property Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

6. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Intellectual Property Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A facsimile, PDF or other electronic signature of this Intellectual Property Assignment shall be valid and have the same force and effect as a manually signed original.

7. **GOVERNING LAW.** This Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the State of Illinois (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof).

8. **AMENDMENT.** This Intellectual Property Assignment may not be amended, modified, waived, or terminated except in a writing signed by the Seller and each Affiliated Seller on the one hand, and the Buyer, on the other hand

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Seller, the Affiliated Sellers and the Buyer hereto have caused this Intellectual Property Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.

THE SELLER:

SUN-TIMES MEDIA HOLDINGS, LLC

By: Timothy P. Knight
Name: TIMOTHY P. KNIGHT
Title: PRESIDENT

THE BUYER:

CHICAGO TRIBUNE COMPANY, LLC

By: _____
Name: _____
Title: _____

THE AFFILIATED SELLERS:

SUN-TIMES MEDIA, LLC

By: Timothy P. Knight
Name: TIMOTHY P. KNIGHT
Title: PRESIDENT

SUN-TIMES MEDIA IP, LLC

By: Timothy P. Knight
Name: TIMOTHY P. KNIGHT
Title: PRESIDENT

SUN-TIMES MEDIA PRODUCTIONS, LLC

By: Timothy P. Knight
Name: TIMOTHY P. KNIGHT
Title: PRESIDENT

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

TRADEMARK
REEL: 005509 FRAME: 0495

IN WITNESS WHEREOF, the Seller, the Affiliated Sellers and the Buyer hereto have caused this Intellectual Property Assignment to be executed by their respective officers thereunto duly authorized as of the date first above written.

THE SELLER:

SUN-TIMES MEDIA HOLDINGS, LLC

By: _____
Name: _____
Title: _____

THE BUYER:

CHICAGO TRIBUNE COMPANY, LLC

By: _____
Name: John Bode
Title: CEO

THE AFFILIATED SELLERS:

SUN-TIMES MEDIA, LLC

By: _____
Name: _____
Title: _____

SUN-TIMES MEDIA IP, LLC

By: _____
Name: _____
Title: _____

SUN-TIMES MEDIA PRODUCTIONS, LLC

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

EXHIBIT A

Schedule 2.1(c)

See attached list of mastheads, registered and unregistered trademarks, and tradenames/assumed names.

See attached list of domain names.

Libraries (or associated intellectual property rights to the libraries) in respect of each of the Newspapers constituting the Business, including, without limitation, libraries and collections, clippings, photographs (negatives and positives), videotapes, CDs, files of back issues, microfilm, microfiche, and electronic reproductions of back issues related to each specific Newspaper.

Mastheads / Marks	Trademark Registration
<i>The Beacon-News</i>	Unregistered
<i>The Courier-News</i>	Unregistered
<i>Lake-County News-Sun</i>	Unregistered
<i>Naperville Sun</i>	Unregistered
<i>Post-Tribune</i>	Unregistered
<i>SouthtownStar</i>	Registered. Stylized. Reg. No. 3476564
<i>Barrington Courier-Review</i>	Unregistered.
<i>Buffalo Grove Countryside</i>	Unregistered.
<i>The Doings Clarendon Hills</i>	Unregistered.
<i>The Doings Hinsdale</i>	Unregistered.
<i>The Doings LaGrange</i>	Unregistered.
<i>The Doings Oak Brook</i>	Unregistered.
<i>The Doings Weekly</i>	Unregistered.
<i>The Doings Western Springs</i>	Unregistered.
<i>Deerfield Review</i>	Unregistered.
<i>Elm Leaves</i>	Unregistered.
<i>Evanston Review</i>	Registered. Stylized. Reg. No. 261,511
<i>Forest Leaves</i>	Unregistered.
<i>Franklin Park Herald-Journal</i>	Unregistered.
<i>Glencoe News</i>	Registered. Stylized. Reg. No. 261,333
<i>Glenview Announcements</i>	Unregistered.
<i>Highland Park News</i>	Unregistered.

<i>Lake Forester</i>	Unregistered.
<i>Lake Zurich Courier</i>	Unregistered.
<i>Libertyville Review</i>	Unregistered.
<i>Lincolnshire Review</i>	Unregistered.
<i>Lincolnwood Review</i>	Unregistered.
<i>Morton Grove Champion</i>	Unregistered.
<i>Mundelein Review</i>	Unregistered.
<i>Niles Herald-Spectator</i>	Unregistered.
<i>Norridge-Harwood Heights News</i>	Unregistered.
<i>Northbrook Star</i>	Unregistered.
<i>Oak Leaves</i>	Unregistered.
<i>Park Ridge Herald — Advocate</i>	Unregistered.
<i>Skokie Review</i>	Unregistered.
<i>Vernon Hills Review</i>	Unregistered.
<i>Wilmette Life</i>	Registered. Stylized. Reg. No. 261,512
<i>Winnetka Talk</i>	Registered. Stylized. Reg. No. 261,513

Other Marks

Mark	Trademark Registration
Antioch Review (no current publication)	Registered. Stylized. Reg. No. 2284093
TV PREVUE	IC 016. US 038. G & S; Weekly television magazine. First use: 19530415. First use in commerce: 19530415

Tradenames / Assumed Names

Midwest Suburban Publishing
The Post-Tribune
Pioneer Newspapers
Fox Valley Publications
The Beacon News
The Courier News
The Doings
SCN Suburban Chicago Newspapers
Fox Valley Press
Daily Southtown
The Naperville Sun
The News Sun
Southtownstar
Suburban Chicago Newspapers
Shopping News
Crown Point Star
Penny Saver Publication
Star Publication

algonquin-countryside.com
antioch-review.com
arlingtonheights-post.com
arlingtonheightspost.com
aurorabeaconnews.com
aurorablog.net
aurorajournal.com
aurorajournal.net
barringtoncourier-review.com
barringtoncourierreview.com
bataviasun.com
beaconnews.info
beaconnewsonline.com
buffalogrove-countryside.com
buffalogrovecountryside.com
carygrove-countryside.com
countryclubhillstar.com
couriernews.info
couriernewsonline.com
cretestar.com
dailysouthtown.biz
dailysouthtown.com
dailysouthtown.info
deerfield-review.com
desplaines-times.com
edgebrook-timesreview.com
edisonnorwood-timesreview.com
edisonnorwoodtimesreview.com
elgincouriernews.com
elkgrove-times.com
elmwoodpark-leaves.com
evanston-review.com
evanstonreview.com
forestleaves.com
foxvalleyvillagessun.com
foxvalleyvillagessun.com
foxvalleyvillagessun.net
frankfortstar.com

franklinpark-herald-journal.com
franklinparkheraldjournal.com
glencoe-news.com
glenellynsun.com
glerview-announcements.com
grayslake-review.com
gurnee-review.com
highlandpark-news.com
highlandparkreview.com
hoffmanstates-review.com
homerglenstar.com
homersun.com
homewoodstar.com
huntley-countryside.com
lake-forester.com
lakeinthehills-countryside.com
lakevilla-review.com
lakevillareview.com
lakezurich-courier.com
lernernews.com
lernernews.net
libertyville-review.com
lincolnshire-review.com
lincolnshirereview.com
lincolnwood-review.com
lincolnwoodreview.com
localreigns.com
maywood-herald.com
melrosepark-herald.com
mundelein-review.com
mortongrove-champion.com
mortongrovechampion.com
mountprospect-times.com
mountprospecttimes.com
mundelein-review.com
napersun.com
napervilleblog.com
napervilleblog.net
napervillejournal.net
neighborhoodstar.biz
neighborhoodstar.com

neighborhoodstar.net
newlenoxstar.com
news-star-chicago.com
newssun.info
newssunonline.com
niles-herald-spectator.com
nilesheraldspectator.com
norridgeharwoodheights-news.com
norridgeharwoodheightsnews.com
northbrook-star.com
northbrookpreview.com
northbrookstarpreview.com
northlake-herald-journal.com
northlakeheraldjournal.com
nwindianapreps.com
nwindianapreps.net
oakforeststar.com
oaklawnreview.com
oaklawnstar.com
oakpark-leaves.com
orlandparkstar.com
palatine-countryside.com
parkforest-star.com
parkridge-herald-advocate.com
parkridge-heraldadvocate.com
pioneerblog.net
pioneerjournal.net
pioneerlocal.biz
pioneerlocal.com
pioneerlocal.info
pioneernews.com
pleasantprairiesun.com
post-trib.biz
post-trib.com
post-trib.info
posttribune.net
ppnl.com
ppnl.net
proviso-herald.com
proviso-herald.net
riverforest-leaves.com

rivergrove-messenger.com
rollingmeadows-review.com
schaumburg-review.com
skokie-review.com
southhollandstar.com
southlandnews.com
southtownstar.biz
southtownstar.com
southtownstar.net
southtownstars.com
starnews-online.com
starnewspapers-online.com
starnewspapers.biz
starnewspapers.com
starnewspapers.info
stcharlessun.com
suburbanchicagonews.biz
suburbanchicagonews.com
suburbanchicagonews.info
suburbanchicagonewspapers.com
thebolingbrooksun.com
thedoings-clarendonhills.com
thedoings-elmhurst.com
thedoings-hinsdale.com
thedoings-lagrange.com
thedoings-oakbrook.com
thedoings-weekly.com
thedoings-westernsprings.com
thedoings.com
thedownersgrovesun.com
thegenevasun.com
thelincolnwaysun.com
thelisleun.com
theplainfieldsun.com
thewheatonsun.com
times-harlem-irving.com
times-jp-pp-bc.com
timesjeffersonpark.com
tinleypark-star.com
vernonhills-review.com
vernonhillsreview.com

wauconda-courier.com
waukegannewssun.com
westchester-herald.com
westproviso-herald.com
wheeling-countryside.com
wheelingcountryside.com
wilmette-life.com
winnetka-talk.com

15932132.2