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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

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.

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

TRADEMARK REEL: 005509 FRAME: 0491

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Total Attachments: 13	
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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.

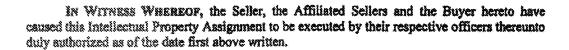
- 3. FURTHER ASSURANCES. The Seller and each Affiliated Seller will promptly take such actions, including, without limitation, the prompt execution and delivery of documents in recordable form, as may be reasonably requested by the Buyer to vest, secure, and perfect, the rights and interests of the Buyer 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.
- 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:	THE BUYER:
Sur-Times Media Holdings, LLC	CHICAGO TRIBUNE COMPANY, LLC
By: Janily / Langlid Name: The thirty Kallant	By:
Title: 1822DEAS	Title:
THE AFFILIATED SELLERS: Sun-Times Media, LLC	
By: Jan Ja / Kan Ja Name: 1200 C Second Title: Second Seco	
Sun-Times Media IP, LLC	
By:	
Sun-Times Media Productions, LLC	
By: \(\langle	

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT



THE SELLER:	THE BUYER:
Sun-Times Media Holdi ngs, LLC	CHICAGO TRIBUNE COMPANY, LLC
By:	By: Name: Sohu Bods Title: C30
THE APPRILIATED SE LLERS :	
Sun-Times Media, LLC	
By: Name: Tide:	
Sur-Times Media IP, LLC	
By:	
Sun-Times Media Productions, LLC	
By:	
Name:	

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.

EXHIBIT A - 1

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

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

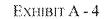
Other Marks

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

EXHIBIT A - 3

<u>Tradenames / Assumed Names</u>

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



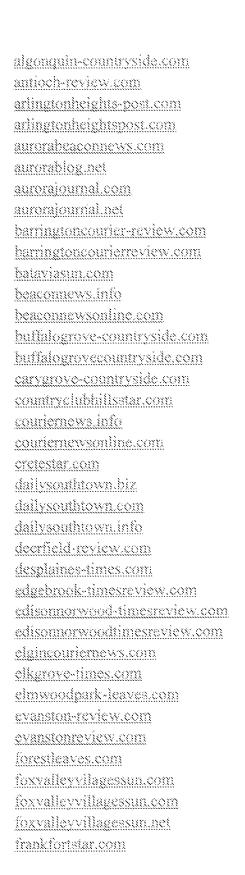


EXHIBIT A - 5



EXHIBIT A - 6

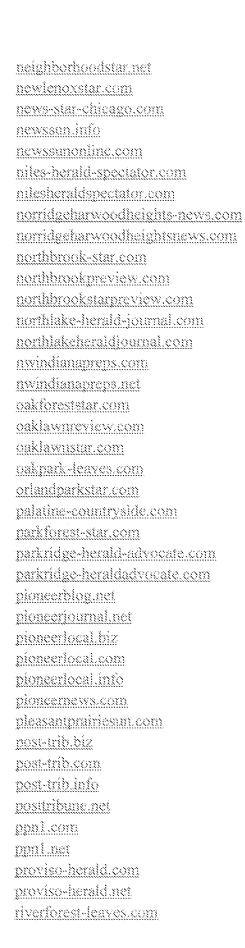


EXHIBIT A - 7

rivergrove-messenger.com rollingmeadows-review.com schaomburg-review.com skokie-review.com southhollandstar.com southlandnews.com southtownstar.biz southtownstar.com southtownstar.net southtownstars.com starnews-online.com starnewspapers-online.com stamiewspapers.biz stamewspapers.com starnewspapers.info stcharlessun.com suburbanchicagonews.biz suburbanchicagonews.com suburbanchicagonews.info suburbanchicagonewspapers.com thebolingbrooksun.com thedoings-clarendonhills.com thedoings-elmhorst.com thedoings-hinsdale.com thedoings-lagrange.com thedoings-oakbrook.com thedoings-weekly.com thedoings-westernsprings.com thedoings.com thedownersgrovesun.com thegenevasun.com thelincolnwaysun.com thelislesun.com theplainfieldsun.com thewheatonsun.com times-harlem-irving.com times-ip-pp-bc.com timesjeffersonpark.com tinieypark-star.com yemonbills-review.com

vernonhillsreview.com

EXHIBIT A - 8

wauconda-courier.com
waukegamewssun.com
westchester-herald.com
westprovise-herald.com
wheeling-countryside.com
wheelingcountryside.com
wilmette-life.com

winnetka-talk.com

RECORDED: 05/04/2015

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EXHIBIT A - 9