

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392597

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Boulder Publishing Company, LLC		02/01/2006	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	Colorado Publishing Company LLP		
Street Address:	1560 Broadway, Suite 2100		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1969849	DAILY CAMERA	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<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:	314-480-1500		
Email:	Nicole.anderson@huschblackwell.com		
Correspondent Name:	Arkadia Olson		
Address Line 1:	Husch Blackwell LLP		
Address Line 2:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	511222.40 (part 1)		
NAME OF SUBMITTER:	Arkadia Olson		
SIGNATURE:	/Arkadia Olson/		
DATE SIGNED:	07/26/2016		
Total Attachments: 10			
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BILL OF SALE

This BILL OF SALE dated as of February 1, 2006 (this "Bill of Sale") is made by The Boulder Publishing Company, LLC, a Colorado limited liability company ("Boulder Publishing Company"), and Scripps BC Development Company, a Texas corporation ("Scripps BC"), in favor of Colorado Publishing Company LLP, a Delaware limited liability partnership ("Newco"), and its successors and assigns. Capitalized terms used but not defined herein have the meanings assigned to them in the Contribution Agreement dated as of the date of this Bill of Sale (the "Contribution Agreement") among Eastern Colorado Publishing Company, a Delaware corporation, Boulder Publishing Company and Scripps BC.

RECITAL:

Pursuant to the Contribution Agreement, Boulder Publishing Company and Scripps BC have agreed to transfer the Boulder Publishing Company and Scripps BC Contributed Assets to Newco.

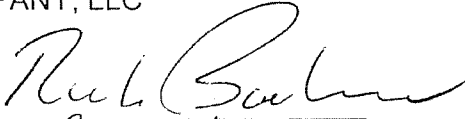
NOW, THEREFORE, in consideration of the promises and the agreements contained herein and in the Contribution Agreement, Boulder Publishing Company and Scripps BC hereby agree as follows:

1. Boulder Publishing Company and Scripps BC hereby grant, sell, convey, transfer, assign and deliver to Newco all of the Boulder Publishing Company and Scripps BC Contributed Assets free and clear of all Liens (other than Permitted Liens).
2. Boulder Publishing Company and Scripps BC shall, for no consideration, execute, acknowledge and deliver such additional instruments of transfer, conveyances, consents, powers of attorney and other documents and instruments, and will take such other actions as Newco requests in order to more effectively transfer and vest the Boulder Publishing Company and Scripps BC Contributed Assets in Newco and to protect the right, title and interest in and to, and enjoyment of, the Boulder Publishing Company and Scripps BC Contributed Assets by Newco.
3. This Bill of Sale is subject in all respects to the terms and conditions of the Contribution Agreement. Nothing contained in this Bill of Sale shall be deemed to supersede any of the representations, warranties, covenants or other agreements contained in the Contribution Agreement. To the extent any of the provisions in this Bill of Sale are inconsistent with the Contribution Agreement, the provisions of the Contribution Agreement shall control.


[The next page is the signature page]

This Bill of Sale has been signed on behalf of each of the undersigned as of the day first above written.

THE BOULDER PUBLISHING
COMPANY, LLC

By: 
Name: RICH A. Boehne
Title: Vice President

SCRIPPS BC DEVELOPMENT
COMPANY

By: 
Name: JOSEPH G. De Castro
Title: President

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Execution Copy

Contribution Agreement

By and Among

Eastern Colorado Publishing Company,

The Boulder Publishing Company, LLC

and

Scripps BC Development Company

Dated as of
February 1, 2006

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement"), is dated as of February 1, 2006, by and among Eastern Colorado Publishing Company, a Delaware corporation ("Eastern Colorado"), The Boulder Publishing Company, LLC, a Colorado limited liability company ("Boulder Publishing Company"), and Scripps BC Development Company, a Texas corporation ("Scripps BC"). Capitalized terms used but not defined elsewhere herein have the meanings assigned to them in Exhibit A hereto.

RECITALS:

[REDACTED]

Boulder Publishing Company owns and operates the newspaper properties and related assets of the Boulder Daily Camera in Boulder, CO (the "Boulder Publishing Company Newspaper").

[REDACTED]

Eastern Colorado, Boulder Publishing Company and Scripps BC desire to form Colorado Publishing Company LLP, a Delaware limited liability partnership ("Newco"), and to combine the Eastern Colorado Newspapers and the Boulder Newspapers into a single business operation to be operated by Newco pursuant to the Newco Limited Liability Partnership Agreement in the form attached to this Agreement as Exhibit B hereto (the "LLP Agreement").

[REDACTED]

[REDACTED] Boulder Publishing Company and Scripps BC are subsidiaries of The E.W. Scripps Company, an Ohio corporation ("Scripps Parent"). Concurrently herewith, Denver Post and Scripps Parent are guaranteeing the obligations of their respective subsidiaries under this Agreement by executing and delivering a Guaranty in the form attached as Exhibit C hereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ARTICLE III

Transfer of Certain Assets of Boulder Publishing Company and Scripps BC;
Assumption of Boulder Publishing Company and Scripps BC Liabilities by Newco

3.1 Transfer of Boulder Publishing Company and Scripps BC Contributed Assets.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

6.16 Boulder Newspapers Intellectual Property.

(a) As used herein, "Boulder Newspapers Intellectual Property" means all Intellectual Property used in the business of the Boulder Newspapers.

(b) (i) Each of Boulder Publishing Company and Scripps BC is the owner of or duly licensed or otherwise has the right to use all of the Boulder Newspapers Intellectual Property necessary in any material respect for the conduct of its business as now conducted and operated; [REDACTED]

[REDACTED]

(iii) neither Boulder Publishing Company nor Scripps BC has knowledge of any claim with respect to, and has no reason to believe that any third party asserts ownership rights in, any of the Boulder Newspapers Intellectual Property;

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

IN WITNESS WHEREOF, the parties have caused this Contribution Agreement to be duly executed and delivered, as of the date first above written.


EASTERN COLORADO PUBLISHING
COMPANY

By: _____
Name:
Title:

THE BOULDER PUBLISHING COMPANY,
LLC

By: 
Name: RICH A. BOEHNE
Title: VICE PRESIDENT

SCRIPPS BC DEVELOPMENT COMPANY

By: 
Name: JOSEPH G. McCastro
Title: PRESIDENT

IN WITNESS WHEREOF, the parties have caused this Contribution Agreement to be duly executed and delivered, as of the date first above written.

EASTERN COLORADO PUBLISHING
COMPANY

By: Ronald A Mayo
Name: Ronald A Mayo
Title: VP CFO

THE BOULDER PUBLISHING COMPANY,
LLC

By: _____
Name:
Title:

SCRIPPS BC DEVELOPMENT COMPANY

By: _____
Name:
Title:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Trademark" or "Trademarks" shall mean all trademarks, trade names, service marks, slogans, trade dress and other similar intellectual property.

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