

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397923

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cape Publications, Inc.		05/28/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Courier-Journal, Inc.		
Street Address:	7950 Jones Branch Drive		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1408440	FLORIDA TODAY	
Registration Number:	3638823	HER SCENE	
Registration Number:	3486935	THE COURIER-JOURNAL BLUEGRASS POLL	
Registration Number:	2668686	THE COURIER-JOURNAL BLUEGRASS POLL	
Registration Number:	2304262	THE COURIER-JOURNAL	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	(202) 842-7800		
Email:	trademarks@cooley.com, cfountain@cooley.com		
Correspondent Name:	Peter Willsey		
Address Line 1:	1299 Pennsylvania Avenue, NW, Ste 700		
Address Line 2:	Cooley LLP		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	502363-20000		
NAME OF SUBMITTER:	Cheryl Fountain/SR TM Paralegal		
SIGNATURE:	/cheryllfountain/		
DATE SIGNED:	09/09/2016		

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Total Attachments: 6

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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into, effective as of May 28, 2015 at 9:00 a.m. ET (the "Effective Date"), by and between:

Cape Publications, Inc., a Delaware corporation ("Transferor");

and

The Courier-Journal, Inc., a Delaware corporation ("Transferee" collectively, with Transferor, the "Parties").

Recitals

- A. Each of Transferor and Transferee is held within the Gannett Co., Inc. ("GCI") group of companies (the "GCI Group"), which has determined to undertake an internal reorganization (the "Corporate Reorganization") in order to facilitate the legal separation of its publishing business from its broadcast and media business within each jurisdiction, achieve functional alignment of its businesses within the GCI Group and facilitate the external distribution of its publishing business to GCI's public shareholders and achieve state tax objectives of the GCI Group.
- B. Transferor is the owner of all of the issued and outstanding shares of Transferee.
- C. Transferor is the owner of Brevard (Florida Today) (the "Business").
- D. In connection with the Corporate Reorganization, Transferor desires to contribute, transfer and assign to Transferee, and Transferee desires to acquire and accept, all of Transferor's right, title and interest in and to the Business, effective as of the Effective Date, upon the terms and subject to the conditions set forth in this Agreement.
- E. Subsequent to and pursuant to the same plan as the Contribution (defined below), Transferor will distribute the stock of Transferee to its shareholder (the "Distribution").
- F. The Parties intend that the Contribution (defined below), together with the Distribution, qualify as a tax-free reorganization under sections 368(a)(1)(D) and 355, and the Distribution qualify as a tax-free distribution under section 355, of the Internal Revenue Code of 1986, as amended.

The Parties hereby agree as follows:

Section I – Contribution

1.1 Transferor hereby contributes, transfers and assigns to Transferee, and Transferee hereby acquires and accepts from Transferor as a contribution to capital, all of Transferor's right, title and interest in and to the Assets with effect as of the Effective Date (the "Contribution"). For purposes of this Agreement, (i) "Assets" means all of Transferor's assets, properties and rights, including goodwill, and any rights arising under contracts, wherever located (including in the possession of vendors, third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, used or held for use by Transferor in the Business, including but not limited to those described in Exhibit A attached hereto, but not including the Excluded Assets, and (ii) "Excluded Assets" means the assets listed or described in Exhibit B attached hereto.

1.2 Transferee hereby assumes from Transferor the Liabilities, with effect as of the Effective Date, and agrees to perform, satisfy and discharge the Liabilities in accordance with their respective terms. For purposes of this Agreement, (i) “Liabilities” means the debts, liabilities, guarantees, assurances, commitments and obligations of any nature or description, whether fixed, contingent or absolute, asserted or unasserted, matured or unmatured, liquidated or unliquidated, accrued or not accrued, known or unknown, due or to become due, whenever or however arising, to the extent relating to Transferor’s operation of the Business or the Assets, in each case whether such Liabilities arise or accrue prior to, on or after the Effective Date.

1.3 The Parties agree that the Contribution shall be attributed as an additional contribution to Transferor’s interest in Transferee, in the amount of such Contribution. No additional shares shall be issued in respect of the Contribution.

Section 2 – General Provisions

2.1 Beneficial Ownership. It is the intention of the Parties that the contribution of the Assets shall be effective as of the Effective Date, from and after which date Transferee shall be the beneficial owner of the Assets for all purposes and to the extent that registered ownership of the Assets is not transferred to Transferee as of the Effective Date, Transferor shall hold the Assets as nominee or trustee for the benefit of Transferee until the Assets have been formally registered in the name of Transferee. It is the intention of the Parties that all the benefits and burdens of ownership of the Assets shall transfer to Transferee on the Effective Date. To the extent that the transfer of registered ownership of the Assets to Transferee is not perfected on the Effective Date or would be contrary to applicable law, the Parties will use their best efforts to provide to, or cause to be provided to, Transferee, to the extent permitted by law, the rights and benefits associated with the registered ownership of the Assets and take such other actions as may reasonably be requested by Transferee in order to place Transferee, insofar as reasonably possible, in the same position as if Transferee were the registered owner of the Assets. Without limiting the foregoing and in connection therewith, (a) Transferor will promptly pass along to Transferee (or such person as directed by Transferee) when received all dividends and other benefits derived by Transferor with respect to the Assets and (b) Transferee will pay, perform and discharge on behalf of Transferor all of Transferor’s obligations with respect to the Assets, in each case accruing on or after the Effective Date.

2.2 Transferee’s Indemnity. Transferee shall indemnify Transferor and keep Transferor harmless against any and all liabilities, losses, penalties, fines, damages, claims, costs, expenses and legal and professional fees and disbursements incurred, suffered or sustained by Transferor or asserted against Transferor in connection with Transferor holding the Assets as nominee for Transferee.

2.3 Further Assurances. Each party hereto shall perform such acts, execute and deliver such instruments and documents, and do all such other things as reasonably necessary to accomplish the transactions contemplated in this Agreement and/or to otherwise give effect to this Agreement.

2.4 Confirmation of Assets / Liabilities Included. In the event of any uncertainty as to whether any asset or liability, or any right, title, interest, obligation and/or liability in or under any agreement is to be included in the Assets or Liabilities, each of Transferor and Transferee shall appoint a representative to meet and confer regarding such asset and/or liability. Within a reasonable time after such meeting, the Parties shall jointly declare in writing whether such asset or liability, or right, title, interest, obligation and/or liability in or under the agreement, should be included or excluded from the Assets or Liabilities. For this purpose, a written record signed by representatives of both Parties shall be sufficient evidence of such determination.

2.5 Governing Law. The laws of the State of Delaware (excluding its rules governing conflicts of laws that may require an application of a different law) shall govern the construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise).

2.6 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party hereto remain valid, binding and enforceable. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, such provision shall apply with the minimum modification necessary to make such provision legal, valid and enforceable.

2.7 Entire Agreement. This Agreement constitutes the final agreement between the Parties, and is the complete and exclusive statement of the Parties' agreement on the matters contained herein. Notwithstanding the foregoing, the Parties contemplate that they may desire to enter into or execute transfer instruments of various kinds consistent with, but in some cases duplicative of, this Agreement in order to effect the transfer of the Assets and/or to facilitate the registration of such transfer with local governmental authorities having jurisdiction over the Assets.

2.8 Counterparts. This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each party hereto has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument. The delivery of signed counterparts by facsimile or e-mail transmission that includes a copy of the sending party's signature is as effective as signing and delivering the counterpart in person.

2.9 Headings. The captions, titles and headings included in this Agreement are for convenience only, and do not affect the construction or interpretation of this Agreement. When a reference is made in this Agreement to a section or exhibit, such reference will be to a section of, or an exhibit to, this Agreement unless otherwise indicated.

2.10 Amendments. This Agreement may not be amended, supplemented or otherwise modified except by a written document executed by or on behalf of each of the Parties.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

CAPE PUBLICATIONS, INC.

By: 

Name: Kevin Polchow

Title: Authorized Representative

THE COURIER-JOURNAL, INC.

By: 

Name: Michael B. Witwer

Title: Authorized Representative

Exhibit A

Assets

All assets and liabilities of the Business, including but not limited to the following in so far as they relate primarily to the Business:

- (a) notes and accounts receivable, including all trade accounts receivable and other rights to payment from customers, and the full benefit of all security for such accounts or rights to payment;
- (b) all equipment, furniture, furnishings, computer hardware, materials, vehicles, and other items of tangible personal property of every kind, and the full benefit of all express or implied warranties by the manufacturers or sellers or lessors of any item or component part thereof;
- (c) all intangible rights, including all goodwill associated with the Business or the Assets;
- (d) all governmental authorizations and all pending applications therefor or renewals thereof, in each case to the extent transferable to the Transferee;
- (e) all books, records, files, studies, manuals, reports and other materials (in any form or medium), including all advertising materials, catalogues, price lists, mailing lists, distribution lists, client and customer lists, referral sources, supplier and vendor lists, purchase orders, sales and purchase invoices, correspondence, production data, sales and promotional materials and records, purchasing materials and records, research and development files, records, data and laboratory books, intellectual property disclosures, manufacturing and quality control records and procedures, service and warranty records, equipment logs, operating guides and manuals, drawings, product specifications, engineering specifications, blueprints, financial and accounting records, litigation files, personnel and employee benefits records to the extent transferable under applicable law, and copies of all other personnel records to the extent the Transferor is legally permitted to provide copies of such records to the Transferee;
- (f) all claims, rights, credits, causes of actions, defenses and rights of set-off against third parties relating to or arising from the Business or any of the Assets or Liabilities, in each case, whether accruing before or after the Effective Date, and including all attorney work-product protections, attorney-client privileges and other legal protections and privileges to which the Transferor may be entitled in connection with or relating to the Business or any of the Assets or Liabilities;
- (g) all rights relating to deposits and prepaid expenses, claims for refunds and rights of offset;
- (h) all rights under all contracts, agreements, commitments or understandings or other instrument or consensual obligations, whether written or oral to which the Transferor is a party, by which the Transferor or any of the Assets is bound or affected or pursuant to which the Transferor is an obligor or a beneficiary;
- (i) all real property; and
- (j) any other assets used primarily in connection with the GCI Group's publishing business.

Exhibit B

Excluded Assets

1. Original copies of all minute books, records, stock ledgers, tax records and other materials that Transferor is required by applicable law to retain;
2. The name and mark "**Cape Publications, Inc.**"; and
3. All rights of Transferor under this Agreement and any other agreements, documents, instruments or certificates executed in connection with the transactions contemplated by this Agreement.