

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM442865

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canwest Publishing Inc.	FORMERLY Canwest MediaWorks Publications Inc.	07/13/2010	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	PostMedia Network Inc.		
Street Address:	365 Bloor Street East		
Internal Address:	12th Floor Postmedia Place		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M4W3L4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1188027	INFOMART	
CORRESPONDENCE DATA			
Fax Number:	2485668407		
<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:	2485668406		
Email:	akramer@honigman.com, trademark@honigman.com		
Correspondent Name:	Anessa Kramer		
Address Line 1:	39400 Woodward Avenue		
Address Line 2:	Suite 101		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	218430-413954		
NAME OF SUBMITTER:	Anessa Kramer		
SIGNATURE:	/anessa kramer/		
DATE SIGNED:	09/12/2017		
Total Attachments: 8			
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BILL OF SALE

THIS BILL OF SALE is made as of the 13th day of July, 2010,

BY:

**CANWEST BOOKS INC.
("Canwest Books")**

and

**CANWEST (CANADA) INC.
("Canwest GP")**

and

**CANWEST LIMITED PARTNERSHIP/CANWEST
SOCIÉTÉ EN COMMANDITE
("Canwest LP")**

and

**CANWEST PUBLISHING INC. / PUBLICATIONS
CANWEST INC.
("CPI")**

IN FAVOUR OF:

**POSTMEDIA NETWORK INC.
("Purchaser")**

WHEREAS Canwest Books, Canwest GP, Canwest LP and CPI (collectively, the "**LP Entities**"), CW Acquisition Limited Partnership and Postmedia Network Canada Corp. (formerly 7535538 Canada Inc.) are parties to an asset purchase agreement dated as of May 10, 2010, and the Purchaser has agreed to assume all of the obligations of CW Acquisition Limited Partnership thereunder pursuant to an assignment and amending agreement dated as of June 10, 2010 (as so assigned and amended, the "**Purchase Agreement**");

AND WHEREAS certain capitalized terms used and not otherwise defined herein (including in Schedule A) have the respective meanings given thereto in the Purchase Agreement;

AND WHEREAS, on June 18, 2010, the CCAA Court issued the Sanction and Vesting Orders approving and sanctioning, among other things, the Acquisition by the Purchaser of the Acquired Assets and the other transactions contemplated under the Purchase Agreement, and vesting in the Purchaser title to and in all of the Acquired Assets free and clear of all Encumbrances, other than Permitted Encumbrances;

NOW THEREFORE THIS BILL OF SALE WITNESSES THAT:


1. **Sale, Conveyance and Transfer of Acquired Assets.** The LP Entities hereby sell, convey, transfer and assign to the Purchaser, free and clear of all Encumbrances, other than Permitted Encumbrances, all of the Acquired Assets including, without limitation, those assets listed on Schedule A hereto. The parties agree that (i) the Acquired Assets shall include the partnership interest held by CPI in the Comox Valley Echo partnership, and (ii) the Acquired Assets shall not include any of the shares of Phoenix Media Group Inc. or any of the shares or partnership interests held by an LP Entity in another LP Entity, each of which shall constitute Excluded Assets for purposes of the Purchase Agreement and this Bill of Sale.
2. **Acceptance by Purchaser.** The Purchaser hereby accepts the conveyance, transfer and assignment of the Acquired Assets contained in Section 1.
3. **Appointment.** The LP Entities hereby irrevocably appoint any officer or employee of the Purchaser or such other person or persons as the Purchaser may designate, with full power of substitution, as their attorney to sign and execute, for and in the name of and on behalf of the LP Entities, all deeds, transfers, conveyances and other documents for the purpose of vesting in the Purchaser the Acquired Assets hereby transferred or intended to be transferred and for any other purposes which may arise subsequent to the Acquisition Time in connection with the Acquired Assets. Such appointment, being coupled with an interest, shall not be revoked by the LP Entities.
4. **Further Assurances.** Each of the parties hereto shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Bill of Sale, including such other instruments of sale, transfer, conveyance, assignment, confirmation, certificates and other instruments as may be reasonably requested by the Purchaser or the LP Entities in order to more effectively transfer, convey and assign the Acquired Assets to the Purchaser and to effectuate the transactions contemplated herein.
5. **Enurement.** This Bill of Sale shall enure to the benefit of the Purchaser and its successors and assigns and shall be binding on the LP Entities and their respective successors and assigns. This Bill of Sale is not intended and shall not be construed to create any rights in any Person other than the parties and no Person shall have any rights as a third party beneficiary hereunder.
6. **Survival.** The terms of this Bill of Sale shall survive the closing of the transactions contemplated by the Purchase Agreement and the Plan Implementation Date (as defined in the CCAA Plan).
7. **Governing Law and Jurisdiction.** This Bill of Sale and each document contemplated by or delivered under or in connection with this Bill of Sale shall be governed by and interpreted in accordance with the laws of the Province of Ontario, and each of the parties irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

8. **Counterparts.** This Bill of Sale may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. To evidence its execution of an original counterpart of this Bill of Sale, a party may send a copy of its original signature on the execution page hereof to the other parties by facsimile or electronic transmission and such transmissions shall constitute delivery of an executed copy of this Bill of Sale to the receiving parties.


[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF this Bill of Sale has been executed by the parties as of the date set out above.

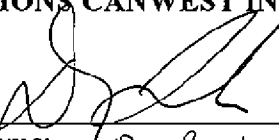
CANWEST BOOKS INC.

By: 
Name: Douglas Lamb
Title: Authorized signatory


CANWEST (CANADA) INC.

By: 
Name: Douglas Lamb
Title: Authorized signatory

**CANWEST PUBLISHING INC. /
PUBLICATIONS CANWEST INC.**

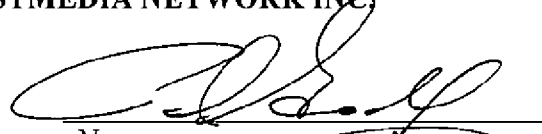
By: 
Name: Douglas Lamb
Title: Authorized signatory

**CANWEST LIMITED PARTNERSHIP /
CANWEST SOCIÉTÉ EN COMMANDITE
by its general partner CANWEST
(CANADA) INC.**

By: 
Name: Douglas Lamb
Title: Authorized signatory

POSTMEDIA NETWORK INC

By:



Name:

Title:

Paul Godfrey
President and CEO

SCHEDULE A

ACQUIRED ASSETS

All right, title and interest of the LP Entities in and to all properties, assets, interests and rights used in connection with or otherwise relating to the English language newspaper, digital and online businesses carried on by CPI and the respective business carried on by Canwest Books, Canwest GP and Canwest LP (the "**Business**"), including the following:

1. all accounts receivable, notes receivable, loans receivable and other evidences of Indebtedness and rights of the LP Entities to receive payment and the security arrangements and collateral securing the repayment and satisfaction of the foregoing;
2. all cash, certificates of deposits, bank deposits, commercial paper, treasury bills and other cash equivalents of, and all of the cheques and cheque books of, the LP Entities;
3. all rights of action and claims whatsoever of the LP Entities against third parties arising by reason of any facts or circumstances that occurred or existed before the Acquisition Time whether or not an action or other proceeding shall have been commenced before the Acquisition Time;
4. all books of account and other financial data and information of the LP Entities or National Post relating to the Business or the Acquired Assets or the business or assets of National Post and all such records, data and information stored electronically, digitally or on computer-related media, and all other books, records, files and papers of the LP Entities and National Post relating to the Business or the Acquired Assets and the business and assets of National Post, including drawings, engineering information, computer programs (including source code), software programs, manuals and data, sales and advertising materials, sales and purchase correspondence, trade association files, research and development records, lists of present and former customers and suppliers, personnel, employment and other records, and all such records, data and information stored electronically, digitally or on computer-related media;
5. all contracts and agreements relating to the Business to which any of the LP Entities is a party as at the Acquisition Time (other than the Personal Property Leases and the Real Property Leases, but including the LP Leased Property Leases);
6. all goodwill of the LP Entities including (i) the goodwill related to the Business at the Acquisition Time, and (ii) the right to represent Purchaser as carrying on the Business in continuation of, and in succession to the LP Entities;
7.
 - (a) all patents, patent rights, patent applications, registrations, continuations, continuations in part, divisional applications or analogous rights thereto, and inventions owned by the LP Entities or used by the LP Entities in the Business;
 - (b) all trade-marks, trade names, trade-mark applications and registrations, trade name registrations, service marks, logos, slogans and brand names owned by the LP Entities or used by the LP Entities in the Business;

- (c) all works of authorship, copyright works, copyrightable works, copyright applications and registrations, and design rights, including packaging designs, displays, photographs, graphics, artwork, videos, proprietary fonts and typefaces, advertising and promotional materials, training materials and manuals used for internal and external purposes, website and electronic content, compilations, documentation and other textual and audiovisual works owned by the LP Entities or used by the LP Entities in the Business;
- (d) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations owned by the LP Entities or used by the LP Entities in the Business;
- (e) all business names, corporate names, telephone numbers, domain names, domain name registrations, website names and worldwide web addresses and other communications addresses owned by the LP Entities or used by the LP Entities in the Business;
- (f) all Computer Systems and applications software, including all documentation relating thereto and the latest revisions of all related object and source codes therefor owned by the LP Entities or used by the LP Entities in the Business;
- (g) all rights and interests in and to processes, lab journals, notebooks, data, trade secrets, designs, know-how, product formulae and information, manufacturing, engineering and other technical drawings and manuals, technology, blue prints, research and development reports, technical information, technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information owned by the LP Entities or used by the LP Entities in the Business;
- (h) all customer lists, subscriber lists and supplier lists;
- (i) all other intellectual property rights owned by the LP Entities or used by the LP Entities in the Business, or arising from the operation of the Business, and foreign equivalents or counterpart rights, in any jurisdiction throughout the world;
- (j) all licences granted by the LP Entities of the intellectual property described in paragraphs (a) to (i) above;
- (k) all future income and proceeds from any of the intellectual property listed in paragraphs (a) to (i) above and the licences described in paragraph (i) above;
- (l) all rights to damages and profits by reason of the infringement of any of the intellectual property described in items (a) to (i) above and the licences described in item (j) above;
- (m) all materials and content in any form or media embodying any of the foregoing;
and

(n) all goodwill associated with any of the foregoing;

8. all inventories of the LP Entities including all finished goods, work in progress, raw materials, manufacturing supplies, spare parts, packaging materials and all other materials and supplies used or consumed in the production of finished goods;

9. any licence, permit, authorization, approval or other evidence of authority issued or granted to, conferred upon, or otherwise created for, the LP Entities by any Governmental Authority;

10. the leases of personal property used by the LP Entities in connection with the Business, including all purchase options, prepaid rents, security deposits, warranties, licences and permits relating thereto and all leasehold improvements thereon;

11. all prepayments, prepaid charges, deposits, sums and fees of the LP Entities;

12. the real or immovable property used in the Business, owned by the LP Entities and (i) all plant, buildings, structures, erections, improvements, appurtenances of every kind or nature situate therein or on thereof and (ii) all fixtures of every nature and kind incorporated therein, situate upon and used in connection therewith, including heating, ventilating, air-conditioning, plumbing, electrical, sprinkler and drainage systems, in each case other than fixtures and other property owned by any tenant;

13. all offers to lease, agreements to lease, leases, renewals of leases, subleases, tenancy agreements, rights of occupation, licenses or other occupancy agreements for real or immovable property, including all purchase options, prepaid rents, security deposits, licences and permits relating thereto and all leasehold improvements thereon, whether oral or written, relating to the Business where an LP Entity is a tenant;

14. the shares of National Post and all inter-company indebtedness owed by National Post to CPI;

15. the partnership interest held by CPI in the Comox Valley Echo partnership; and

16. all of the LP Entities' machinery, equipment, motor vehicles, office equipment, furniture, spare parts, dies, tooling, tools, computer hardware, supplies and accessories and other chattels,

provided, for greater certainty and notwithstanding the foregoing, that "Acquired Assets" does not include the Excluded Assets.