

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM453480

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GateHouse Media Management Services, Inc.		10/02/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GateHouse Media Texas Holdings II, Inc.		
<b>Street Address:</b>	175 Sully's Trail, 3rd Floor		
<b>City:</b>	Pittsford		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	14534		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4382583	BEST OF LUBBOCK	
<b>Registration Number:</b>	4308301	LUBBOCK MAGAZINE FINE LIVING ON THE LLAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165669711		
<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>			
<b>Phone:</b>	216-566-9700		
<b>Email:</b>	docketing@rankinhill.com		
<b>Correspondent Name:</b>	Rankin, Hill & Clark LLP		
<b>Address Line 1:</b>	38210 Glenn Avenue		
<b>Address Line 4:</b>	Willoughby, OHIO 44094-7808		
<b>ATTORNEY DOCKET NUMBER:</b>	GHM-43417		
<b>NAME OF SUBMITTER:</b>	Stephen A. Hill		
<b>SIGNATURE:</b>	/stephen a hill/		
<b>DATE SIGNED:</b>	12/06/2017		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT

This Assignment is made and entered into as of this 2<sup>nd</sup> day of October, 2017 (the "Effective Date"), by and between GateHouse Media Management Services, Inc. ("Assignor") and GateHouse Media Texas Holdings II, Inc. ("Assignee").

**WHEREAS**, Assignor acquired certain properties and assets of Morris Communications Company LLC and certain of its subsidiaries, which are used or held for use in connection with the publishing of certain daily and non-daily publications in the State of Texas (the "Texas Assets") on October 2, 2017, pursuant to that certain Asset Purchase Agreement dated as of August 9, 2017, by and among Assignor, a Delaware corporation, GateHouse Media, LLC, a Delaware limited liability company, Morris Communications Company LLC, a Georgia limited liability company, Morris Publishing Group, LLC, a Georgia limited liability company, Athens Newspapers, LLC, a Georgia limited liability company, Homer News, LLC a Georgia limited liability company, Log Cabin Democrat, LLC, a Georgia limited liability company, Southeastern Newspapers Company, LLC, a Georgia limited liability company, Southwestern Newspapers Company, L.P., a Texas limited partnership; and

**WHEREAS**, Assignor desires to assign all rights, title and interest in the Texas Assets (except real property) to Assignee, and Assignee has agreed to assume all rights, title and interest in the Texas Assets, as set forth herein; and

**NOW, THEREFORE**, in consideration of the terms and conditions contained in this Assignment, Assignor and Assignee hereby agree as follows:

1. Upon the Effective Date and subject to the provisions of this Assignment, Assignor does hereby assign, transfer, set over and deliver to Assignee all of its interest in and to the Texas Assets.

2. Assignor covenants that it is the lawful and sole owner of the interest assigned hereunder and that this interest is free from all encumbrances other than liens under the credit facilities of Assignor, Assignee and their respective affiliates.

3. Assignor and Assignee each consent to all of the provisions of this Assignment. For the consideration aforesaid, Assignor, for itself and its successors and assigns, has covenanted, and by this Assignment does covenant, with Assignee, its successors and assigns, that Assignor and its successors and assign, will do, execute and deliver, or will cause to be done, executed and delivered, all such further acts and instruments which Assignee may reasonable request in order to more fully effectuate the assignment of the Arkansas Assets provided for in this Assignment.

4. This Assignment may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

**ASSIGNOR:**

GATEHOUSE MEDIA MANAGEMENT  
SERVICES, INC.

By: K.A.D.

Name: Kirk A. Davis

Title: Chief Executive Officer

**ASSIGNEE:**

GATEHOUSE MEDIA TEXAS  
HOLDINGS II, INC.

By: K.A.D.

Name: Kirk A. Davis

Title: Chief Executive Officer

**TRADEMARK**

**REEL: 006222 FRAME: 0549**

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
GATEHOUSE MEDIA TEXAS HOLDINGS II, INC.**

The undersigned, being all of the members of the Board of Directors of **GATEHOUSE MEDIA TEXAS HOLDINGS II, INC.**, a Delaware corporation (the "Company"), pursuant to Section 141(f) of the Delaware General Corporation Law, do hereby adopt the following resolutions by unanimous written consent:

**WHEREAS**, GateHouse Media Management Services, Inc. ("GateHouse Management") is the holder of certain properties and assets which are used or held for use in connection with the publishing of certain daily and non-daily publications in the State of Texas (the "Texas Assets"); and

**WHEREAS**, the Company desires to acquire the Texas Assets (excluding real property), and any rights relating to such assets from GateHouse Management, and the Company desires to accept the assignment of the Texas Assets, and any rights relating to such assets, from GateHouse Management, pursuant to that certain Assignment Agreement by and between the Company and GateHouse Management, in substantially the form previously presented to the Board of Directors of the Company; and

**WHEREAS**, the Company and GateHouse Management are both wholly-owned subsidiaries of GateHouse Media, LLC.

**NOW, THEREFORE, BE IT**

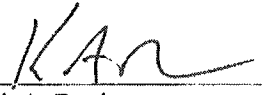
**RESOLVED**, the Company is authorized and hereby does accept the assignment of the Texas Assets, and any rights relating to such assets, from GateHouse Management; and be it further


**RESOLVED**, that all actions previously taken by or at the direction of any officer or director of the Company in connection with the assignment contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects; and be it further

**RESOLVED**, that the officers of the Company be, and each hereby is, authorized to take or cause to be taken, all such further actions and to execute and deliver or cause to be delivered by and on behalf of the Company and in its name, all such further agreements, documents, certificates and undertakings, and to incur and pay all such costs, fees and expenses as in their judgment shall be necessary, appropriate or convenient to carry into effect the purposes and intent of the foregoing resolutions.

**IN WITNESS WHEREOF**, the undersigned have executed this consent as of the 2<sup>nd</sup> day of October, 2017.

  
\_\_\_\_\_  
Michael E. Reed

  
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Kirk A. Davis

  
\_\_\_\_\_  
Gregory W. Freiberg

**UNANIMOUS WRITTEN CONSENT  
OF THE BOARD OF DIRECTORS  
OF  
GATEHOUSE MEDIA MANAGEMENT SERVICES, INC.**

The undersigned, being all of the members of the Board of Directors of **GATEHOUSE MEDIA MANAGEMENT SERVICES, INC.**, a Delaware corporation (the "Company"), pursuant to Section 141(f) of the Delaware General Corporation Law, do hereby adopt the following resolutions by unanimous written consent:

**WHEREAS**, the Company is the holder of certain properties and assets which are used or held for use in connection with the publishing of certain daily and non-daily publications in the State of Texas (the "Texas Assets"); and

**WHEREAS**, the Company desires to assign the Texas Assets (excluding the real property), and any rights relating to such assets, to GateHouse Media Texas Holdings II, Inc. ("GateHouse Texas"), and GateHouse Texas desires to accept the assignment of the Texas Assets, and any rights relating to such assets, from the Company, pursuant to that certain Assignment Agreement by and between the Company and GateHouse Texas, in substantially the form previously presented to the Board of Directors of the Company; and

**WHEREAS**, the Company and GateHouse Texas are both wholly-owned subsidiaries of GateHouse Media, LLC.

**NOW, THEREFORE, BE IT**

**RESOLVED**, the Company is authorized and hereby does assign the Texas Assets, and any rights relating to such assets to GateHouse Texas; and be it further

**RESOLVED**, that all actions previously taken by or at the direction of any officer or director of the Company in connection with the assignment contemplated by the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects; and be it further

**RESOLVED**, that the officers of the Company be, and each hereby is, authorized to take or cause to be taken, all such further actions and to execute and deliver or cause to be delivered by and on behalf of the Company and in its name, all such further agreements, documents, certificates and undertakings, and to incur and pay all such costs, fees and expenses as in their judgment shall be necessary, appropriate or convenient to carry into effect the purposes and intent of the foregoing resolutions.

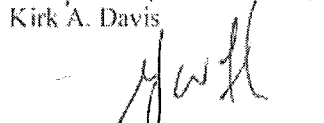
**IN WITNESS WHEREOF**, the undersigned have executed this consent as of the 2<sup>nd</sup> day of October, 2017.



Michael E. Reed



Kirk A. Davis



Gregory W. Freiberg