

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM458471

<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>
Courier Times, Inc.		06/30/2017	Corporation: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GateHouse Media Pennsylvania Holdings, 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: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87477308	EAT THIS	
<b>Serial Number:</b>	87477421	GARDEN MINUTE	
<b>Serial Number:</b>	87477442	VALUE THIS	
<b>Serial Number:</b>	87477292	COOK THIS	
<b>Serial Number:</b>	87477328	CHEERS TO YOU	
<b>Serial Number:</b>	87477362	ASK THE PET VET	
<b>Serial Number:</b>	87477386	NAVIGATING LIFE	
<b>Serial Number:</b>	87477402	IN THE GARDEN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165669700		
<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-43402		
<b>NAME OF SUBMITTER:</b>	Stephen A. Hill		

CH \$215.00 87477308

<b>SIGNATURE:</b>	/stephen a hill/
<b>DATE SIGNED:</b>	01/18/2018
<b>Total Attachments: 5</b> source=1395985#page1.tif source=1395985#page2.tif source=1395985#page3.tif source=1395985#page4.tif source=1395985#page5.tif	

**ASSIGNMENT OF TRADEMARKS**

This **ASSIGNMENT OF TRADEMARKS** ("Assignment Agreement") is made and entered into as of as of June 30, 2017, by and among the entities listed on the signature page hereto (collectively, the "Assignors" and, individually, an "Assignor"), and GateHouse Media Pennsylvania Holdings, Inc., a Delaware corporation (the "Assignee"). All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

**WHEREAS**, the Assignors and the Assignee have entered into that certain Asset Purchase Agreement, dated as of June 19, 2017 (the "Purchase Agreement"), pursuant to which the Assignors have agreed to sell, assign, transfer, convey and deliver to the Assignee, among other assets, their entire right, title and interest in and to all trademarks, trademark applications, service marks, trade names, logos and trade dress, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof, owned by the Assignors and Related to the Business, including those specified on **Exhibit A** hereto (collectively, the "Assigned Trademarks").

**NOW, THEREFORE**, for valuable consideration furnished by the Assignee to the Assignors, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby:

1. Assign, transfer, sell and convey, and confirm that they have assigned, transferred, sold and conveyed to the Assignee their entire right, title, and interest in and to the Assigned Trademarks, including all goodwill associated therewith, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. The Assignors shall, at the Assignee's cost, take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to the Assignee, or any assignee or successor thereto.
3. The Assignors hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.
4. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency

between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. This Assignment Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Assignment Agreement may not be amended except by an instrument in writing signed by each of the parties hereto.
6. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


*[signature page follows]*

EXECUTION VERSION


IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment Agreement as of the date first written above.

**ASSIGNORS:**


BEAVER NEWSPAPERS, INC.

By:   
Name: Mark Contreras  
Title: CEO

COURIER TIMES, INC.

By:   
Name: Mark Contreras  
Title: CEO

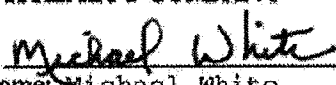
CALKINS MEDIA INCORPORATED

By:   
Name: Mark Contreras  
Title: CEO

BURLINGTON TIMES, INC.

By:   
Name: Mark Contreras  
Title: CEO

C & H REALTY COMPANY

By:   
Name: Michael White  
Title: Treasurer

**ASSIGNEE:**

GATEHOUSE MEDIA PENNSYLVANIA HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Assignment of Trademarks*

EXECUTION VERSION

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment Agreement as of the date first written above.

**ASSIGNORS:**

BEAVER NEWSPAPERS INC

By: \_\_\_\_\_  
Name:  
Title:

COURIER TIMES, INC.

By: \_\_\_\_\_  
Name:  
Title:

CALKINS MEDIA INCORPORATED

By: \_\_\_\_\_  
Name:  
Title:

BURLINGTON TIMES, INC.

By: \_\_\_\_\_  
Name:  
Title:

C & H REALTY COMPANY

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

GATEHOUSE MEDIA PENNSYLVANIA HOLDINGS, INC.

By: MM  
Name: MARK MARINO  
Title: V.P., Treasurer

**EXHIBIT A**

**TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Filing Date/ Application No.</b>	<b>Registration Date/ Registration No.</b>