

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM460434

<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>
United Communications Corporation		09/01/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Aberdeen News Company		
<b>Street Address:</b>	124 S. Second Street		
<b>City:</b>	Aberdeen		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57401		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2895707	WATERTOWN PUBLIC OPINION	
<b>Registration Number:</b>	2836327	WATERTOWN PUBLIC OPINION	
<b>Registration Number:</b>	2773554	COTEAU SHOPPER	
<b>Registration Number:</b>	2791101	WATERTOWN NOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5742371125		
<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>	5742371156		
<b>Email:</b>	michelle.horvath@btlaw.com		
<b>Correspondent Name:</b>	BARNES & THORNBURG (SB)		
<b>Address Line 1:</b>	100 NORTH MICHIGAN STREET, 700 1ST SOURC		
<b>Address Line 4:</b>	SOUTH BEND, INDIANA 46601		
<b>ATTORNEY DOCKET NUMBER:</b>	27159/1		
<b>NAME OF SUBMITTER:</b>	Michelle L.W. Horvath		
<b>SIGNATURE:</b>	/Michelle LW Horvath/		
<b>DATE SIGNED:</b>	02/01/2018		
<b>Total Attachments: 5</b>			
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**BILL OF SALE AND  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale and Assignment and Assumption Agreement ("Agreement") is made and delivered effective September 1, 2016, by United Communications Corporation, a Delaware corporation ("Seller"), to and for the benefit of Aberdeen News Company, a Delaware corporation ("Buyer"), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement dated as of September 1, 2016 by and between Seller and Buyer (the "Purchase Agreement"). The capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

Subject to and in accordance with the terms and conditions of the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Seller hereby sells, assigns, conveys, transfers and delivers to Buyer all of Seller's rights, title and interest in and to all of the following assets (other than the Excluded Assets), free and clear of any and all Liens:

- (a) All Accounts Receivable;
- (b) All Tangible Personal Property, including the Tangible Personal Property listed on Schedule 1(a)(iii) of the Purchase Agreement;
- (c) All Inventory;
- (d) All signage and supplies of advertising materials, marketing materials and samples, literature and manuals relating to the Business;
- (e) All rights under the Assumed Contracts;
- (f) All Intellectual Property listed on Schedule 9(t) of the Purchase Agreement;
- (g) All files, records, documents and books of account (or copies thereof) relating to the Business, including (A) records relating to present, former and prospective customers of the Business, including subscription and advertiser lists, contacts, pricing information, sales records, payment terms and history and other related records; (B) present, former and prospective vendors for the Business, including vendor lists, contacts, pricing information, supply history and other related records; (C) the Intellectual Property; (D) the Assumed Contracts; (E) the Assumed Liabilities; (F) records relating to employees of the Business hired by Buyer as of the Closing; and (G) such other records as may be necessary or advisable for the operation of the Business by Buyer after Closing, as reasonably designated by Buyer;
- (h) All claims, causes of action and other rights of Seller against others relating to the Business or the Assets (but excluding all rights, claims, causes of action and other rights of Seller pursuant to the Purchase Agreement);

(i) To the extent transferable, all prepaid items, if any, that relate to the Business or other Assets;

(j) All warranty rights and guaranty rights from vendors, suppliers or others relating to the Business;

(k) All certificates, licenses, permits or authorizations relating to the Business to the fullest extent that the same are transferable or assignable; and

(l) All goodwill and all other assets used or useful in the operation of the Business.

2. Assumed Liabilities. Subject to the terms and conditions of the Purchase Agreement, Buyer hereby assumes and agrees to pay and perform the Assumed Liabilities. Except for the Assumed Liabilities, Buyer does not assume, nor shall Buyer be responsible for, any debts, liabilities, obligations or commitments of Seller or the Business whatsoever, whether actual, absolute, accrued, fixed, contingent, asserted or unasserted.

3. Purchase Agreement Controlling. Notwithstanding any other provision in this Agreement to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of Seller or Buyer set forth in the Purchase Agreement. This Agreement is subject to and controlled by the terms of the Purchase Agreement.

4. Counterparts; Facsimiles. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. The signature page to this Agreement may be delivered by facsimile or other electronic transmission and the signatures thereon shall be deemed effective upon receipt by the intended receiving party.


5. Miscellaneous. Seller covenants and agrees that it will, upon the request of Buyer, do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts and documents as may be reasonably requested by Buyer for the purpose of completing and confirming all assignments and transfers made hereunder. This Agreement shall inure to the benefit of Buyer, its legal representatives, successors and assigns, and shall be binding upon Seller and its respective legal representatives, successors and assigns.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties have signed this Bill of Sale and Assignment and Assumption Agreement on the date or dates indicated below, effective as of the day and year first above written.

**SELLER:**

UNITED COMMUNICATIONS CORPORATION

By:   
Name: Welle Brown Winn  
Title: CEO

**BUYER:**

ABERDEEN NEWS COMPANY

By: \_\_\_\_\_  
Cory Bollinger, President

IN WITNESS WHEREOF, the parties have signed this Bill of Sale and Assignment and Assumption Agreement on the date or dates indicated below, effective as of the day and year first above written.

**SELLER:**

UNITED COMMUNICATIONS CORPORATION

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

**BUYER:**

ABERDEEN NEWS COMPANY

By: Cory Bollinger  
Cory Bollinger, President

**Schedule 9(t)**  
**Intellectual Property**

- The Seller designed and launched four new mobile phone APPs in 2014, three of which will be discontinued/replaced by new technology/APPs owned by Bar-Z (service contract).

Those three are:

1. Glacial Lakes Outdoors
2. Watertown Weather Watch
3. Watertown NOW

- The fourth APP – Company-TV – will continue to be used for watching live sports and other events via the livestreaming capabilities via YouTube on the Company-TV APP.

- Trademarks:

- Coteau Shopper
- Watertown Now
- Watertown Public Opinion – Online Publications
- Watertown Public Opinion – Daily Newspaper Publications

- Internet domain names:

- thepublicopinion.com
- coteaushopper.com
- Gowatertown.com