

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM502324

<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>
The Oklahoma Publishing Company		09/21/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GateHouse Media Oklahoma Holdings, Inc.		
<b>Street Address:</b>	175 Sully's Trail		
<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: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4316117	DITTO PUBLISHER	
<b>Registration Number:</b>	4386975	OKLAHOMA CITY TIMES	
<b>Registration Number:</b>	2299554	THE OKLAHOMAN	
<b>Registration Number:</b>	4549293	MOVING IN	
<b>Registration Number:</b>	4942229	BIGWING	
<b>Registration Number:</b>	4942230	BIGWING INTERACTIVE	
<b>Registration Number:</b>	4175676	NEWSOK	
<b>Registration Number:</b>	5023450	THE OKLAHOMAN MEDIA COMPANY	
<b>Registration Number:</b>	0170045	THE DAILY OKLAHOMAN	
<b>Registration Number:</b>	0760989	THE SUNDAY OKLAHOMAN	
<b>Registration Number:</b>	2954537	THE OKLAHOMAN DIRECT	
<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>	2165669700		
<b>Email:</b>	75628@rankinhill.com		
<b>Correspondent Name:</b>	Randolph E. Digges, III		
<b>Address Line 1:</b>	23755 Lorain Road, Suite 200		

OP \$290.00 4316117

**Address Line 4:** North Olmsted, OHIO 44070

**NAME OF SUBMITTER:** Randolph E. Digges, III

**SIGNATURE:** /Randolph E. Digges, III/

**DATE SIGNED:** 12/17/2018

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment Agreement") is made and entered into as of October 1, 2018, by and between The Oklahoma Publishing Company, a Delaware corporation (the "Assignor"), and GateHouse Media Oklahoma 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 Assignor and the Assignee have entered into that certain Asset Purchase Agreement, dated as of September 21, 2018 (the "Purchase Agreement"), pursuant to which the Assignor has 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 Assignor and Related to the Business, including those specified on Exhibit A hereto (collectively, the "Assigned Trademarks"), specifically excluding those listed on Exhibit B hereto.

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

1. Assigns, transfers, sells and conveys, and confirms that it has assigned, transferred, sold and conveyed to the Assignee its 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. Except as provided in the Purchase Agreement, makes no warranties, express or implied, with respect to the Assigned Trademarks.
3. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America and the empowered officials of all other governments to issue or transfer all Assigned Trademarks to the Assignee, as assignee of the entire right, title, and interest therein or otherwise as the Assignee may direct and, at the Assignee's cost, to record and register this Assignment Agreement upon request by the Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate. The Assignor 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.

4. Covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment Agreement.
5. 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.
6. 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.
7. This Assignment Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. This Assignment Agreement shall be governed by and construed under the laws of the State of Delaware.

*[signature pages follow]*

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

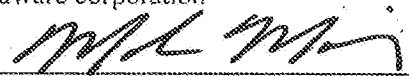
ASSIGNOR:

THE OKLAHOMA PUBLISHING COMPANY,  
a Delaware corporation

By:   
Name: Gary Pierson  
Title: President and CEO

ASSIGNEE:

GATEHOUSE MEDIA OKLAHOMA HOLDINGS, INC.,  
a Delaware corporation

By:   
Name: MARK HARTING  
Title: V.P., TREASURER

**EXHIBIT A**

**TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

**U.S. Federal Trademark Registrations**

<b>MARK</b>	<b>INTERNATIONAL CLASS/ SERVICES</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
<b>DITTO PUBLISHER</b>	IC 042: Application service provider, namely, hosting, managing, developing, and maintaining applications, non-downloadable software, and web sites, in the fields of remote information access and data management for delivery of data and information across global computer, wireless, and data networks; computer services, namely, acting as an application service provider in the nature of hosting computer application software in the field of information management for the collection, editing, organizing, modifying, bookmarking, transmission, storage and sharing of data and information.	4,316,117	4/9/2013
<b>OKLAHOMA CITY TIMES</b>	IC 041: Providing a website featuring blogs and non-downloadable publications in the nature of newspapers featuring news and information in the field of business.	4,386,975	8/20/2013
<b>THE OKLAHOMAN</b>	IC 041: newspaper publishing services.	2,299,554	12/14/1999
<b>MOVING IN</b>	IC 035: Advertising and marketing services, namely, promoting the goods and services of others; Advertising, marketing, and promoting the goods and services of others via a new homeowner greeting program; Advertising, marketing, and promoting the goods and services of others via a welcome package.	4,549,293	6/10/2014
<b>BIGWING</b>	IC 035: Consulting services in the field of search engine optimization; search engine optimization; web site optimization; web site traffic optimization; website design and development for others; development of marketing strategies, concepts and tactics, namely, audience development, brand awareness, customer relations, online community building and digital word of mouth communications; advertising and marketing services provided by means of indirect methods of marketing communications, namely, social media, search engine marketing, inquiry marketing, e-mail marketing, content marketing, retargeting, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels.	4,942,229	4/19/2016
<b>BIGWING INTERACTIVE</b>	IC 035: Consulting services in the field of search engine optimization; search engine optimization; web site optimization; web site traffic optimization; website design and development for	4,942,230	4/19/2016

MARK	INTERNATIONAL CLASS/ SERVICES	REG. NO.	REG. DATE
	others; development of marketing strategies, concepts and tactics, namely, audience development, brand awareness, customer relations, online community building and digital word of mouth communications; advertising and marketing services provided by means of indirect methods of marketing communications, namely, social media, search engine marketing, inquiry marketing, e-mail marketing, content marketing, retargeting, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels.		
NEWSOK	IC 041: Providing an online non-downloadable newspaper featuring information in the fields of news, politics, weather, sports, business, health, real estate, entertainment, travel, and classified advertising.	4,175,676	7/17/2012
THE OKLAHOMAN MEDIA COMPANY	IC 035: direct marketing advertising for others; consulting services in the field of search engine optimization; search engine optimization; web site optimization; web site traffic optimization; development of marketing strategies, concepts and tactics, namely, audience development, brand awareness, customer relations, online community building and digital word of mouth communications; advertising and marketing services provided by means of indirect methods of marketing communications, namely, social media, search engine marketing, inquiry marketing, e-mail marketing, content marketing, retargeting, internet marketing, mobile marketing, blogging and other forms of passive, sharable or viral communications channels.  IC 041: newspaper publishing services; providing an online non-downloadable newspaper featuring information in the fields of news, politics, weather, sports, business, health, real estate, entertainment, travel, and classified advertising.  IC 042: website design and development for others.	5,023,450	8/16/2016
THE DAILY OKLAHOMAN	IC 016: Daily Newspaper.	0,170,045	7/10/1923
THE SUNDAY OKLAHOMAN	IC 016: Newspaper Published Each Sunday.	0,760,989	12/3/1963
THE OKLAHOMAN DIRECT	IC 035: Direct marketing advertising for others.	2,954,537	5/24/2005

**State Trademark Registrations – Oklahoma**

MARK	SERVICES	REG. NO.	REG. DATE
THE OKLAHOMAN DIRECT	Direct marketing and advertising for others	12037662	5/5/2004
CARSOK	Providing an online database featuring automobile classified ad listings	12339897	12/22/2011
HOMESOK	Providing an on-line database featuring real estate classified ad listings	12339898	12/22/2011
JOBSOK	Printed publications featuring want ads; providing an on-line database featuring want ads	12339899	12/22/2011
CARSOK	Used on printed publications	12355414	4/19/2012



**EXHIBIT B**

**EXCLUDED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS**

MARK	INTERNATIONAL CLASS/ SERVICES	REG. NO.	REG. DATE
THE OKLAHOMA PUBLISHING CO. (as amended)	IC 041: Publication of general interest newspapers and magazines.	3,000,055	9/27/2005
OPUBCO	IC 041: Publishing and distribution of newspapers, books, periodicals, magazines and other printed materials, as well as related electronic data carriers.	3,208,267	2/13/2007
OPUBCO	Printed matter, consisting primarily of newspapers	Ok Reg. 12037918	5/7/2004
THE OKLAHOMA PUBLISHING COMPANY	General interest newspapers and magazines	Ok Reg. 12037831	5/7/2004

*Signature Page to Assignment of Trademarks*