

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM511073

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <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>    |
| LEE ENTERPRISES,<br>INCORPORATED  |  | 02/13/2019            | Corporation: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | LEE PROCUREMENT SOLUTIONS CO.                      |                       |                       |
| <b>Street Address:</b>  | 201 N. Harrison Street, Suite 600                  |                       |                       |
| <b>City:</b>  | Davenport  |                       |                       |
| <b>State/Country:</b>   | IOWA   |                       |                       |
| <b>Postal Code:</b>   | 52801  |                       |                       |
| <b>Entity Type:</b>   | Corporation: DELAWARE                              |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 4046128  | A SOURCE OF TRUST     |                       |
| <b>Registration Number:</b>   | 3437545  | COMMUNITREES          |                       |
| <b>Registration Number:</b>   | 3074170  | FRONT PAGE BLEND      |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 5633241616   |                       |                       |
| <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>   | 5633243246   |                       |                       |
| <b>Email:</b>   | USPTOMAIL@L-WLAW.COM                               |                       |                       |
| <b>Correspondent Name:</b>  | LANE & WATERMAN LLP                                |                       |                       |
| <b>Address Line 1:</b>  | 220 N. Main Street, Ste. 600                       |                       |                       |
| <b>Address Line 4:</b>  | Davenport, IOWA 52801                              |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | JOSHUA J. MCINTYRE                                 |                       |                       |
| <b>SIGNATURE:</b>   | /JOSHUA J. MCINTYRE/                               |                       |                       |
| <b>DATE SIGNED:</b>   | 02/21/2019   |                       |                       |
| <b>Total Attachments: 4</b>   |  |                       |                       |
| source=Lee-LPS IP assignment re Kenosha News acquisition (2019-0213)#page1.tif  |  |                       |                       |
| source=Lee-LPS IP assignment re Kenosha News acquisition (2019-0213)#page2.tif  |  |                       |                       |
| source=Lee-LPS IP assignment re Kenosha News acquisition (2019-0213)#page3.tif  |  |                       |                       |

OP \$90.00 4046128



## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment"), is made by and between **Lee Enterprises, Incorporated**, a Delaware corporation ("LEE"), and **Lee Procurement Solutions Co.**, an Iowa corporation ("LPS").

### RECITALS

In order to achieve certain operational goals of LEE including, without limitation, (i) to consolidate the ownership of LEE's intellectual property more particularly described in **Schedule 1** attached hereto (collectively, the "Intellectual Property") into a separate legal entity, and (ii) to enhance the management and use of and analyze the performance and value of Intellectual Property, LEE desires to assign the Intellectual Property to LPS, according to the terms and conditions of this Assignment and the Asset Contribution Agreement dated October 1, 2002 entered into between the parties hereto (the "Contribution Agreement").

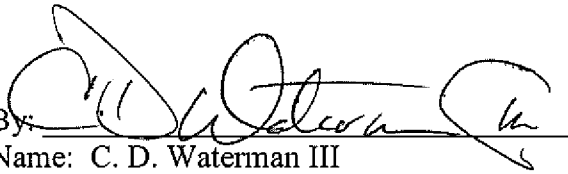
In consideration of the recitals and the mutual promises, covenants and agreements contained herein and in the Contribution Agreement, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Assignment.** LEE does hereby assign and transfer unto LPS all of its right, title and interest in and to the Intellectual Property and all good will related thereto, and all rights to sue for and receive all damages occurring from past infringements of the Intellectual Property.
2. **Cooperation and Protection.** LEE hereby agrees to cooperate in any and all efforts of LPS necessary to register with any governmental authorities the Intellectual Property or otherwise evidence the proprietary rights of LPS in the Intellectual Property conferred hereby. LEE further agrees to cooperate in any and all efforts of LPS necessary to effectuate the transfer of the Intellectual Property to LPS, including but not limited to, execution and delivery of additional instruments required to effectively consummate the transactions contemplated by this Assignment, and to cooperate with LPS in the protection and defense of LPS' proprietary interest in the Intellectual Property conferred hereby.
3. **No Other Assignment.** LEE represents and warrants that LEE has not sold, assigned, transferred, conveyed or licensed the Intellectual Property to any third party, except that a security interest in the Intellectual Property has been granted to certain Collateral Agents.
4. **No Amendment.** Nothing herein contained shall modify, amend or otherwise affect the duties, obligations, liabilities, warranties, or representations of LPS and LEE set forth in the Contribution Agreement.
5. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

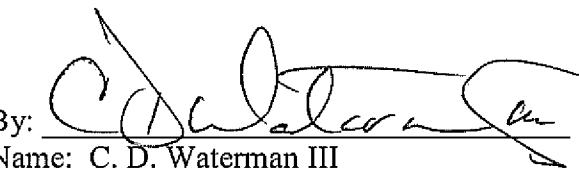
6. **Counterparts.** This Assignment may be executed in one or more counterparts and shall be effective upon its execution by all parties to this Assignment.

**IN WITNESS WHEREOF**, the parties have caused this Assignment to be duly executed as of this 13<sup>th</sup> day of February 2019.

**LEE ENTERPRISES, INCORPORATED**

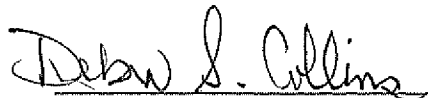
By:   
Name: C. D. Waterman III  
Title: Secretary

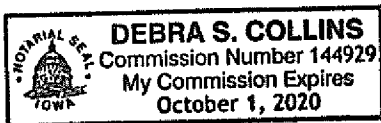
**LEE PROCUREMENT SOLUTIONS CO.**

By:   
Name: C. D. Waterman III  
Title: Secretary

STATE OF IOWA                    )  
  ) ss:  
COUNTY OF SCOTT            )


The foregoing Assignment of Intellectual Property Rights was acknowledged before me this 13<sup>th</sup> day of February 2019, by C. D. Waterman III, who being duly sworn, did say that he is the Secretary of Lee Enterprises, Incorporated, a Delaware corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

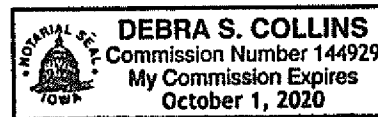
  
Notary Public



STATE OF IOWA            )  
  ) ss:  
COUNTY OF SCOTT        )

The foregoing Assignment of Intellectual Property Rights was acknowledged before me this 13<sup>th</sup> day of February 2019, by C. D. Waterman III, who being duly sworn, did say that he is the Secretary of Lee Procurement Solutions Co., an Iowa corporation, and has executed this Assignment of Intellectual Property Rights on behalf of such corporation.

  
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Notary Public



**SCHEDULE 1**  
**INTELLECTUAL PROPERTY – LEE ENTERPRISES, INCORPORATED**

I. Service Marks and Trademarks

| <b>Property</b>   | <b>Type</b>  | <b>State or Federal Registration</b> | <b>Registration Date</b> | <b>Registration Number</b> |
|-------------------|--------------|--------------------------------------|--------------------------|----------------------------|
| A SOURCE OF TRUST | Service Mark | Federal                              | 10/25/2011               | 4046128                    |
| COMMUNITREES      | Service Mark | Federal                              | 5/27/2008                | 3437545 *                  |
| FRONT PAGE BLEND  | Trademark    | Federal                              | 3/28/2006                | 3074170 **                 |

\* COMMUNITREES registration (cancelled on 12/28/2018 for non-use)

\*\* FRONT PAGE BLEND registration (cancelled on 11/4/2016 for non-use)