

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM545265

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Reading Eagle Company		06/30/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MNG-RE Acquisition LLC		
Street Address:	101 West Colfax Avenue, Suite 1100		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4031302	READING EAGLE	
Registration Number:	4093735	GAME DAY MEMORIES	
Registration Number:	4166522	BRAVO!	
Registration Number:	4610923	BERKS COUNTRY	
Registration Number:	4804451	READING EAGLE DIRECT RED	
Registration Number:	4820049	BERKS COUNTRY FEST	
Registration Number:	4870010	BERKS COUNTRY FEST	
Registration Number:	5204891	GET YOUR WOO ON	
CORRESPONDENCE DATA			
Fax Number:	7196331518		
<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>			
Phone:	719-473-3800		
Email:	jill.chalmers@bclplaw.com, judi.cope@bclplaw.com		
Correspondent Name:	Jill J. Chalmers		
Address Line 1:	90 South Cascade Avenue, Suite 1300		
Address Line 4:	Colorado Springs, COLORADO 80903		
ATTORNEY DOCKET NUMBER:	1346937.30		
NAME OF SUBMITTER:	Jill J. Chalmers		

CH \$215.00 4031302

SIGNATURE:	/jill j. chalmers/
DATE SIGNED:	10/15/2019
Total Attachments: 6 source=Reading Eagle Company Assignment#page1.tif source=Reading Eagle Company Assignment#page2.tif source=Reading Eagle Company Assignment#page3.tif source=Reading Eagle Company Assignment#page4.tif source=Reading Eagle Company Assignment#page5.tif source=Reading Eagle Company Assignment#page6.tif	

ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

This ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS (this “Assignment”) is made and entered into as of June 30, 2019, by and among Reading Eagle Company, a Pennsylvania corporation and WEEU Broadcasting Company, a Pennsylvania corporation (each, individually, an “Assignor” and, collectively, “Assignors”), and MNG-RE Acquisition LLC, a Delaware limited liability company (“Assignee”).

BACKGROUND

A. Each Assignor is the sole owner of all of the right, title and interest in, to and under, all of the trademarks identified opposite such Assignor’s name on Schedule A attached hereto and incorporated herein by reference, the registrations thereof and the goodwill of the business associated therewith (the “Trademarks”).

B. Each Assignor is sole the owner of all of the right, title and interest in, to and under, all of the copyrights identified opposite such Assignor’s name on Schedule B attached hereto and incorporated herein by reference (the “Copyrights”).

C. Assignors, Assignee and MediaNews Group, Inc. have entered into that certain Asset Purchase Agreement, dated as of May 21, 2019, as amended pursuant to that certain First Amendment to the Asset Purchase Agreement, dated as of June 21, 2019 (collectively, and together with the Exhibits and Schedules thereto, the “*Purchase Agreement*”), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignors to Assignee of substantially all of the assets of Assignors, including the Trademarks and Copyrights, on the terms and conditions set forth therein. Capitalized terms used, but not otherwise defined, herein shall have the meanings assigned in the Purchase Agreement.

D. Pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of such Assignor in, to and under the Trademarks and Copyrights in accordance with the terms and conditions of this Assignment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto agree as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference to this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Each Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of the right, title and interest of such Assignor in, to and under the Trademarks opposite such Assignor’s name on Schedule A attached hereto, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, together with all of

Assignors' registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past and future infringements thereof, and any of such Assignor's other rights relating thereto. Each Assignor hereby assigns, transfers and conveys the Copyrights, applications for registration and exclusive copyright licenses set forth in Schedule B hereto opposite such Assignor's name, and all issuances, restorations, extensions and renewals thereof; all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past and future infringements thereof, and any of such Assignor's other rights relating thereto.

3. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, and their respective heirs, legal representatives, successors and permitted assigns, any rights, remedies, obligations or liabilities under, in connection with or by reason of this Agreement.

4. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Law of the Commonwealth of Pennsylvania without regard to the Law of the conflicts of Law of such State. THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PURCHASED ASSETS AND/OR THE ASSUMED LIABILITIES, AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION. THE FOREGOING NOTWITHSTANDING, IF THE BANKRUPTCY COURT FOR ANY REASON DECLINES TO EXERCISE JURISDICTION OR DETERMINES THAT IT DOES NOT HAVE JURISDICTION OVER ANY DISPUTE OR MATTER, THEN THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN BERKS COUNTY, PENNSYLVANIA.

5. Terms of the Purchase Agreement. This Agreement shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed copy hereof by pdf, facsimile or email shall for all purposes be agreed to constitute such delivery of an executed copy.

7. Further Assurances. The parties hereto will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other party hereto for the purpose of giving effect to the transactions contemplated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized officers the day and year first above written.

ASSIGNORS:

READING EAGLE COMPANY

By: 
Name: Peter D. Barbey
Title: President & CEO

WEEU BROADCASTING COMPANY

By: 
Name: Peter D. Barbey
Title: President & CEO

ASSIGNEE:

MNG-RE ACQUISITION LLC

By: _____
Name: Michael Koren
Title: Senior Vice President & Chief
Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized officers the day and year first above written.

ASSIGNORS:

READING EAGLE COMPANY

By: _____
Name: Peter D. Barbey
Title: President & CEO

WEEU BROADCASTING COMPANY

By: _____
Name: Peter D. Barbey
Title: President & CEO

ASSIGNEE:

MNG-RE ACQUISITION LLC

By:  _____
Name: Michael Koren
Title: Senior Vice President & Chief
Financial Officer

SCHEDULE A

Registered Trademarks

Reg. No.	Appl. No.	Trademark	Design	Registrant	Status
5204891	87/202328	GET YOUR WOO ON	No	RE	Active
4870010	86/598497	BERKS COUNTRY FEST	Yes	RE	Active
4820049	86/597991	BERKS COUNTRY FEST*	No	RE	Active
4804451	85/847173	READING EAGLE D DIRECT RED	Yes	RE	Active
4610923	85/982636	BERKS COUNTRY	No	RE	Active
4166522	85/229084	BRAVO!	Yes	RE	Active
4093735	85/354334	GAME DAY MEMORIES	No	RE	Active
4031302	85/233076	READING EAGLE	Yes	RE	Active

* Supplemental Register Only.

SCHEDULE B

Reg. No.	Title	Pub. Date	Claimant
TX0001296642	Pennsylvania highlights: A travel guide...	02/27/1984	Prince, Janet Imprint: RE
CSN0102073	(Serial Registrations 1993)		RE
TX000354086	V.135, No. 303, 7 July 1993	07/07/1993	RE
TX0003546087	V.135, No. 304, 8 July 1993	07/08/1993	RE
TX0003546088	V.135, No. 305, 9 July 1993	07/09/1993	RE
TX0003546089	V.135, No. 309, 14 July 1993	07/14/1993	RE
TX0003725000	V.136, No. 1, 19 July 1993	07/19/1993	RE
CSN0102073	(Serial Registrations 1994)		RE