

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Scripps Media, Inc.		01/01/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Scripps NP Operating, LLC		
Street Address:	312 Walnut Street, Suite 2800		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	Corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2779007	JOURNAL COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	202-776-2812		
Email:	trademarks@cooley.com		
Correspondent Name:	Elisa Rosen		
Address Line 1:	1299 Pennsylvania Avenue NW, Suite 700		
Address Line 4:	Washington, D.C. 20004-2400		
NAME OF SUBMITTER:	Leanne M. Andrepont		
SIGNATURE:	/Leanne M. Andrepont/		
DATE SIGNED:	12/19/2019		
Total Attachments: 1			
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CONTRIBUTION AGREEMENT

This Contribution Agreement is by and between Scripps Media, Inc., a Delaware corporation ("SMI") and Scripps NP Operating, LLC, a Wisconsin limited liability company formerly known as Desk NP Operating, LLC ("SNOC"), and is dated and effective January 1, 2015 (the "Agreement").

WHEREAS, the parties to this Agreement are parties to that certain Master Transaction Agreement, dated as of July 30, 2014, by and among The E. W. Scripps Company, SMI, Desk Spinco, Inc., SNOC, Desk NP Merger Co., Desk BC Merger, LLC, Journal Communications, Inc., Boat Spinco, Inc., Boat NP Merger Co., and Journal Media Group, Inc. (formerly known as Boat NP Newco, Inc.) (the "MTA").


WHEREAS, Section 2.01(a) of the MTA provides that on or before the Closing Date, SMI will contribute to SNOC the Newspaper Assets and the Newspaper Liabilities of the newspapers owned by SMI (the "SMI Newspaper Assets" and the "SMI Newspaper Liabilities", respectively) and that SNOC shall accept the SMI Newspaper Assets, and shall assume the SMI Newspaper Liabilities.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement, intending to be legally bound, hereby agree as follows:

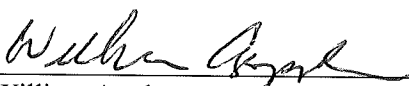
1. All capitalized terms used and not defined herein shall have the meanings provided in the MTA.
2. Effective as of the date of this Agreement, SMI transfers and assigns to SNOC, and SNOC accepts, all of SMI's right, title and interest in and to the SMI Newspaper Assets.
3. Effective as of the date of this Agreement, SMI transfers and assigns to SNOC, and SNOC assumes, the SMI Newspaper Liabilities.
4. Effective as of the date of this Agreement, the employees of SMI who are engaged in the Scripps Newspaper Business shall be employees of SNOC.
5. Sections 15.02, 15.03, 15.06, 15.07, 15.08, 15.09, 15.10, 15.11, 15.12, and 15.13 of the MTA are incorporated by reference into this Agreement and shall apply to this Agreement as though the phrase "this Agreement" as used in such Sections refers to this Agreement (as opposed to the MTA).

Executed and effective on January 1, 2015.

SCRIPPS MEDIA, INC.

By: 
Name: William Appleton
Title: Senior Vice President and General Counsel

SCRIPPS NP OPERATING, LLC

By: 
Name: William Appleton
Title: Secretary