

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM575895

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BH MEDIA GROUP, INC.		03/16/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	LEE BHM CORP.		
Street Address:	4600 E 53RD ST		
City:	DAVENPORT		
State/Country:	IOWA		
Postal Code:	52807		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 31			
Property Type	Number	Word Mark	
Registration Number:	1690165	SUNDAY WORLD-HERALD	
Registration Number:	1691534	OMAHA WORLD-HERALD	
Registration Number:	2580523	AGNET	
Registration Number:	3597769	TULSA WORLD	
Registration Number:	4080154	O	
Registration Number:	4271169	WACO TRIBUNE-HERALD H.O.T. READER'S CHOI	
Registration Number:	2441191	ACCESS WACO	
Registration Number:	2830980	AC WEEKLY	
Registration Number:	2608322	ATLANTIC CITY WEEKLY	
Registration Number:	3255170	ATLANTIC CITY WEEKLY	
Registration Number:	1767035	CAROLINA WEDDINGS	
Registration Number:	1530824	DISCOVER RICHMOND	
Registration Number:	1934676	ENTERTAINMENT SPOTLIGHT	
Registration Number:	2195235	H.O.T. CLASSIFIEDS!	
Registration Number:	4055510	H.O.T. READER'S CHOICE AWARDS	
Registration Number:	1815099	KICKOFF KID	
Registration Number:	2505658	OMAHA.COM	
Registration Number:	2919564	PICK IT UP! CLICK IT UP!	

OP \$790.00 1690165

Property Type	Number	Word Mark
Registration Number:	2456449	R U READY?
Registration Number:	1493106	RICHMOND TIMES-DISPATCH
Registration Number:	2969604	TASTE OF SOUTH JERSEY
Registration Number:	2899618	TD CHANNELS
Registration Number:	2635945	THE BURG
Registration Number:	1557971	THE DAILY PROGRESS
Registration Number:	1493105	THE RICHMOND NEWS LEADER
Registration Number:	3827189	THEEAGLE.COM
Registration Number:	3575601	TULSA WORLD
Registration Number:	1855758	VIRGINIA'S NEWS LEADER
Registration Number:	2190625	WACO TODAY
Registration Number:	1605538	WACO TRIBUNE-HERALD
Registration Number:	1300523	WINSTON-SALEM JOURNAL

CORRESPONDENCE DATA

Fax Number: 5633241616

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.

Phone: (563) 324-3246

Email: USPTOMAIL@L-WLAW.COM

Correspondent Name: LANE & WATERMAN LLP

Address Line 1: 220 N MAIN ST STE 600

Address Line 4: DAVENPORT, IOWA 52801

NAME OF SUBMITTER:	Joshua J. McIntyre
SIGNATURE:	/Joshua J. McIntyre/
DATE SIGNED:	05/11/2020

Total Attachments: 6 source=TM assignment - USPTO#page1.tif source=TM assignment - USPTO#page2.tif source=TM assignment - USPTO#page3.tif source=TM assignment - USPTO#page4.tif source=TM assignment - USPTO#page5.tif source=TM assignment - USPTO#page6.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (“**Assignment**”) is made this 16th day of March, 2020, from BH Media Group, Inc., a Delaware corporation and a subsidiary of Berkshire Hathaway Inc., a Delaware corporation (“**Assignor**”), to Lee BHM Corp., a Delaware corporation and wholly-owned subsidiary of Lee Enterprises, Incorporated (“**Assignee**”).

WITNESSETH:

WHEREAS, Assignor owns the registered copyrights identified on Exhibit A, the registered federal trademarks identified on Exhibit B, the registered state trademarks identified on Exhibit C, the registered trade names identified on Exhibit D, the domain names identified on Exhibit E, and other intellectual property identified on Exhibit F, which exhibits are attached hereto and incorporated by reference (collectively the “**Business Intellectual Property**”);

WHEREAS, pursuant to, and subject to the terms of, that certain Asset and Stock Purchase Agreement, dated January 29, 2020 (the “**Purchase Agreement**”), by and among Assignor, Lee Enterprises, Incorporated, a Delaware corporation (“**Lee**”), and Berkshire Hathaway Inc., a Delaware corporation (“**Berkshire**”), as amended by Amendment No. 1 to Asset and Stock Purchase Agreement dated February 18, 2020, by and among Assignor, Assignee, Berkshire, and Lee, Assignor agreed to transfer and assign all right, title and interest in and to the Business Intellectual Property and any applications or registrations related thereto to Assignee; and

WHEREAS, this Assignment is made in conjunction with the sale by Assignor to Assignee of the business and goodwill to which the Business Intellectual Property pertains.

NOW, THEREFORE, for good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Assignment of Business Intellectual Property. Assignor hereby confirms that it has assigned, transferred and conveyed, and does hereby assign, transfer and convey, to Assignee, its successors, assigns and other legal representatives, all right, title and interest, including common law rights, in and to the Business Intellectual Property and the applications or registrations thereof, together with the goodwill of the business in connection with which the Business Intellectual Property is used or proposed to be used, and further including all claims for damages by reason of past infringement of the Business Intellectual Property, with the right to sue for, and collect, the same for Assignee’s own use and benefit.

2. Purchase Agreement Controlling. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, or modify any of the obligations, agreements, covenants, or warranties of Assignor or Assignee contained in the Purchase Agreement.

3. Counterparts. The parties may execute this Assignment in multiple counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. A facsimile of any executed counterpart transmitted electronically by e-mail or fax shall be as binding as an original signature.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the same law governing the Purchase Agreement without giving effect to any choice of law or conflict of

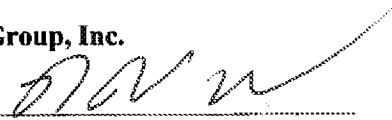
law provision or rule that would cause the application of the laws of any other jurisdiction. Venue for any proceeding, judicial or otherwise, concerning this Agreement shall be the same venue as required or permitted under the Purchase Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intellectual Property to be duly executed by its authorized representative effective as of the date set forth above.

BH Media Group, Inc.

By: _____



Name: R. Ted Weschler

Title: Authorized Signatory

[Assignor Signature Page to Assignment of Intellectual Property]

IN WITNESS WHEREOF, Assignee has caused this Assignment of Intellectual Property to be duly executed by its authorized representative effective as of the date set forth above.

Lee BHM Corp.

By: 

Name: C.D. Waterman III

Title: Authorized Signatory

[Assignee Signature Page to Assignment of Intellectual Property]

EXHIBIT B
Registered Federal Trademarks

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Sunday World-Herald	6/2/1992	1690165
Omaha World-Herald	6/9/1992	1691534
agNET	6/18/2002	2580523
TULSA WORLD	3/31/2009	3597769
	1/3/2012	4080154
	1/8/2013	4271169
Access Waco	4/3/2001	2441191
ACWeekly	4/6/2004	2830980
Atlantic City Weekly	8/13/2002	2608322
Atlantic City Weekly	6/26/2007	3255170
Carolina Weddings	4/20/1993	1767035
Discover Richmond	3/21/1989	1530824
Entertainment Spotlight	11/14/1995	1934676
H.O.T. Classifieds!	10/13/1998	2195235
H.O.T. Reader's Choice Awards	11/15/2011	4055510

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
KickOff Kid	1/4/1994	1815099
Omaha.com	11/6/2001	2505658
Pick It Up! Click It Up!	1/18/2005	2919564
R U Ready?	5/29/2001	2456449
Richmond Times-Dispatch	6/21/1988	1493106
Taste of South Jersey	7/19/2005	2969604
TD Channels	11/2/2004	2899618
The Burg	10/15/2002	2635945
The Daily Progress	9/26/1989	1557971
The Richmond News Leader	6/21/1988	1493105
TheEagle.com	8/3/2010	3827189
Tulsa World	2/17/2009	3575601
Virginia's News Leader	9/27/1994	1855758
Waco Today	9/22/1998	2190625
Waco Tribune-Herald	7/10/1990	1605538
Winston-Salem Journal	10/16/1984	1300523