

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM837983

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Scranton Times, L.P.		08/31/2023	Limited Partnership: PENNSYLVANIA
Pottsville Republican, Inc.		08/31/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MediaNews Group, Inc. [Attn: Marshall W. Anstandig]		
Street Address:	4 North 2nd Street, Suite 800		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3076434	GREAT NORTHEAST JOB FAIR	
Registration Number:	4902708	GREATER PITTSTON PROGRESS	
Registration Number:	3153613	REPUBLICAN HERALD	
Registration Number:	3381339	STANDARD-SPEAKER	
Registration Number:	3065673	THE TIMES-TRIBUNE	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	AKIN GUMP STRAUSS HAUER & FELD LLP		
Address Line 2:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	695690.0050		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/MUSSIE B BEYENE/		

CH \$140.00 3076434

DATE SIGNED:

09/08/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “*IP Assignment Agreement*”), dated as of August 31, 2023, is by and among The Scranton Times, L.P., a Pennsylvania limited partnership (“*Scranton Times*”), Standard Speaker Publishing Company, L.P., a Pennsylvania limited partnership (“*Standard Publishing*”), Pottsville Republican, Inc., a Pennsylvania corporation (“*Pottsville Republican*”), Absolute Distribution, Inc., a Pennsylvania corporation (“*Absolute Distribution*”), Times Shamrock Creative Services, LLC, a Pennsylvania limited liability company (“*Times Shamrock Creative*” and together with Scranton Times, Standard Publishing, Pottsville Republican, and Absolute Distribution, each an “*Assignor*” and collectively “*Assignors*”), and MediaNews Group, Inc., a Delaware corporation (“*Assignee*”). Capitalized terms used but not otherwise defined in this IP Assignment Agreement shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of all right, title, and interest in and to the following (collectively, “*Assigned Intellectual Property*”): (a) issued patents and pending applications therefor, including continuations, divisionals, continuations-in-part, reissues, reexaminations, renewals and extensions identified and set forth on Schedule A attached hereto (collectively, “*Patents*”), (b) copyrights and registrations and applications therefor, all works of authorship, including “moral” rights and mask work rights identified and set forth on Schedule B attached hereto (collectively, “*Copyrights*”), (c) trademarks, trade dress, trade names, logos and service marks, domain names, social media sites/handles, together with the goodwill symbolized by or associated with any of the foregoing and any applications, registrations and renewals therefor identified and set forth on Schedule C attached hereto (collectively, “*Marks*”), (d) Software that is owned by Assignor, to the extent used in or necessary for the operation of the Business as currently conducted, (e) trade secrets, confidential information, proprietary customer lists, proprietary customer records, proprietary software, methodologies, proprietary business information, proprietary marketing forecasts, and know-how, in each case to the extent used in or necessary for the operation of the Business as currently conducted, (f) all rights of publicity, including the right to use the name, voice, likeness, signature and biographies of real persons, together with all goodwill related thereto, in each case to the extent used in or necessary for the operation of the Business as currently conducted, and (g) all claims, causes of action and rights to sue for past, present and future infringement or misappropriation of the foregoing, and all proceeds, rights of recovery and revenues arising from or pertaining to the foregoing; and

WHEREAS, Assignor, Assignee and other parties thereto have entered into that certain Asset Purchase Agreement, dated as of August 31, 2023 (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to transfer and assign to Assignee, and Assignee has agreed to purchase as herein provided, all of Assignor’s right, title and interest in, to and under the Assigned Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, conveys, assigns and transfers to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Intellectual Property, together with the goodwill of the Business symbolized by the Assigned Intellectual Property, including, without limitation, all rights therein provided by international conventions and treaties, and including, without limitation, the right to sue for, assert claims or demands, settle and/or release, and recover damages and all other remedies, for any past, present or future infringement, misuse, dilution, theft, or misappropriation thereof and all proceeds, rights of recovery and revenues arising from or pertaining to the Assigned Intellectual Property.

2. Further Assurances.

(a) Upon a reasonable request by Assignee, Assignor shall promptly deliver to Assignee all prosecution and registration related documents and information, and all other documents and information reasonably necessary to commence or complete the assignments of the Assigned Intellectual Property and recordation of the assignments of the Assigned Intellectual Property for (i) the Marks and Patents in the United States Patent and Trademark Office, (ii) the Copyrights in the U.S. Copyright Office, (iii) the applicable domain name registrar(s) and social media companies and (iv) the officials of corresponding entities or agencies in any applicable jurisdiction, and in each case, shall provide reasonable assistance necessary for the same.

(b) Assignor hereby requests (i) the United States Commissioners of Patents and Trademarks, and the corresponding entities or agencies in any applicable jurisdiction, to record Assignee as the assignee and owner of the Patents and Marks; (ii) the U.S. Copyright Office, and the corresponding entities or agencies in any applicable jurisdiction, to record Assignee as the assignee and owner of the Copyrights; and (iii) any domain name registrars and social media companies to record Assignee as the assignee and owner of the domain names and social media accounts/handles included in the Assigned Intellectual Property.

(c) Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to permit Assignee, at Assignee's expense, to record and perfect the interest of Assignee in, to and under the Assigned Intellectual Property and shall not enter into any agreement in conflict with this IP Assignment Agreement.

(d) Assignor authorizes and requests the United States Patent and Trademark Office and the United States Copyright Office and/or head of any similar state or foreign entity or agency with jurisdiction over intellectual property to issue all patent, trademark, service mark or copyright registrations included in the Assigned Intellectual Property that may issue on an application for any patent, trademark, service mark or copyright or a portion thereof included in the Assigned Intellectual Property to Assignee in accordance with this IP Assignment Agreement.

3. Counterparts. This IP Assignment Agreement may be executed and delivered (including, without limitation, by facsimile transmission or .pdf) in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This IP Assignment Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto.

4. Governing Law. All matters arising out of, relating to or based upon this IP Assignment Agreement shall be deemed to be made and in all respects shall be interpreted, construed and governed by and in accordance with the Laws of the State of Delaware, 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.

5. Construction. This IP Assignment Agreement is delivered pursuant to and is subject to the Purchase Agreement. Nothing contained herein is intended to or shall be construed to modify, alter, amend, expand, interpret, supersede or otherwise change any of the terms, conditions, covenants, warranties, representations, remedies or any other provisions of the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this IP Assignment Agreement, the terms of the Purchase Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed as of the day and year first written above.

ASSIGNOR:

THE SCRANTON TIMES, L.P.

By: William Goodspeed
Name: William Goodspeed
Title: Authorized Signatory

STANDARD SPEAKER PUBLISHING COMPANY, L.P.

By: William Goodspeed
Name: William Goodspeed
Title: Authorized Signatory

POTTSVILLE REPUBLICAN, INC.

By: William Goodspeed
Name: William Goodspeed
Title: Authorized Signatory

ABSOLUTE DISTRIBUTION, INC.

By: William Goodspeed
Name: William Goodspeed
Title: Authorized Signatory


TIMES SHAMROCK CREATIVE SERVICES, LLC

By: William Goodspeed
Name: William Goodspeed
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this IP Assignment Agreement to be duly executed as of the day and year first written above.

ASSIGNEE:

MEDIANEWS GROUP, INC.

By: 
Name: Midsel Koren
Title: Chief Financial Officer

[Signature Page to Intellectual Property Assignment Agreement]

SCHEDULE A

PATENTS

None.

SCHEDULE B

COPYRIGHTS

None.

SCHEDULE C

MARKS

Registered Trademarks:

<u>Jurisdiction</u>	<u>Name</u>	<u>App. No., Reg. No.</u>	<u>Filing Date, Pub. Date</u>	<u>Reg. Date</u>	<u>Exp. Date</u>	<u>Owner</u>	<u>Goods</u>
U.S.	GREAT NORTHEAST JOB FAIR	78/599,855 3,076,434	4/1/05 1/10/06	4/4/06	4/16/26	Scranton Times	Organizing and conducting employment fairs (Class 35)
U.S.	GREATER PITTSTON PROGRESS	86/455,201 4,902,708	11/14/14 4/28/15	2/16/16	2/16/26	Scranton Times	Newspapers for general circulation
U.S.	REPUBLICAN HERALD	78/720,179 3,153,613	9/26/05 7/18/06	10/10/06	10/10/26	Pottsville Republican, Inc.	Newspapers for general circulation (Class 16)
U.S.	STANDARD- SPEAKER	77/208,934 3,381,339	6/18/07 11/27/07	2/12/08	1/12/28	Scranton Times	Newspapers (Class 16) Providing an online newspaper (Class 41)
U.S.	THE TIMES- TRIBUNE	78/563,602 3,065,673	2/9/05 12/13/05	3/7/06	3/7/26	Scranton Times	Newspapers (Class 16)

Trade Names:

<u>Name</u>	<u>Jurisdiction</u>	<u>Notes</u>
The Scranton Times	PA; ID No. 2461736	
The Citizens' Voice	PA; ID No. 2939648	
The Times-Tribune	PA; ID No. 2745685	
Pottsville Republican	PA; ID No. 2412689	

Domain Names:

- | | | |
|-------------------------|------------------------------|------------------------------|
| 1. abingtonsuburban.com | 2. nepanow.com | 3. scrantontimesefcu.org |
| 4. accessnepa.com | 5. nepapresspass.com | 6. scrantontimesjobs.com |
| 7. biz570.com | 8. newage-examiner.com | 9. scrantontimesnow.com |
| 10. calendar570.com | 11. northeastnursingnews.com | 12. scrantontimestribune.com |
| 13. careers570.com | 14. npbj.com | 15. scrantontribune.com |
| 16. cars570.com | 17. pittstonprogress.com | 18. shamrockdigitalgroup.com |
| 19. citizensvoice.com | 20. pittston-progress.com | 21. standardspeaker.com |

22. citizensvoice.jobs
25. citizensvoiceblogs.com
28. classifieds570.com
31. directory570.com
34. goodtimesforseniors.com
37. greaterpittstonprogress.com
40. greatnortheastjobfair.com
43. hazletonclassifieds.com
46. hazletonhoy.com
49. hazletontoday.com
52. jobs570.com
55. mytimestribune.com
58. nepa.directory
61. nepa.news
64. nepaautosource.com
67. nepadailydeals.com
70. nepafamilytimes.com
73. nepahomefinder.com
76. nepahomesource.com
79. nepalive.com
82. nepanews.com
85. nepanews.net
88. nepanews.org
91. nepang.com
23. pittstonprogressblogs.com
26. pottsville.com
29. pottsville.shop
32. pottsvilleclassifieds.com
35. pottsvillerepublican.com
38. readersvoiceawards.com
41. realestate570.com
44. republicanherald.com
47. republicanherald.jobs
50. republicanheraldblogs.com
53. schuylkill.com
56. schuylkill.shop
59. schuylkillcounty.com
62. schuylkillliving.com
65. schuylkillmoms.com
68. schuylkillonline.com
71. scranton.shop
74. scranton.tv
77. scrantonclassifieds.com
80. scrantonlive.com
83. scrantontimes.com
86. scrantontimes.jobs
89. scrantontimes.net
92. scrantontimesefcu.com
24. standardspeaker.jobs
27. stroudsburg.shop
30. suburbanweekly.com
33. thesuburbanweekly.com
36. thetimes-tribune.com
39. thetriborobanner.com
42. thevalleyadvantage.com
45. timesmothersday.com
48. timestraveler.com
51. timestrib.com
54. timestribuneblogs.com
57. triborobanner.com
60. trivillagepennysaver.com
63. tropicromance.com
66. varsity570.com
69. varsitynepa.com
72. visit570.com
75. wbcitizensvoice.com
78. wce Examiner.com
81. wilkesbarre.shop
84. wilkes-barre.shop
87. wilkesbarre.tv
90. wilkesbarreclassifieds.com
93. workingclass570.com