

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM843811

<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>
Pulitzer Newspapers, Inc.		08/31/2023	Corporation: DELAWARE
Flagstaff Publishing Co.		08/31/2023	Corporation: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wick Communications Co.		
<b>Street Address:</b>	333 W. Wilcox Drive		
<b>Internal Address:</b>	Suite 302		
<b>City:</b>	Sierra Vista		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85635-1756		
<b>Entity Type:</b>	Corporation: ARIZONA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2659561	ARIZONA DAILY SUN	
<b>Registration Number:</b>	2639764	FLAGSTAFF LIVE!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2057641131		
<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>	2057104231		
<b>Email:</b>	dbenefield@hayesingram.com		
<b>Correspondent Name:</b>	Donna S. Benefield		
<b>Address Line 1:</b>	P.O. Box 2653		
<b>Address Line 2:</b>	Hayes Ingram LLC		
<b>Address Line 4:</b>	Tuscaloosa, ALABAMA 35403		
<b>NAME OF SUBMITTER:</b>	Donna S. Benefield		
<b>SIGNATURE:</b>	/Donna S. Benefield/		
<b>DATE SIGNED:</b>	10/05/2023		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

IN THE UNITED STATES  
PATENT AND TRADEMARK OFFICE

**WHEREAS**, reference is made to that certain Asset Purchase Agreement dated as of August 31, 2023 (the “**Purchase Agreement**”), by and among **Flagstaff Publishing Co.**, a Washington corporation (“**Flagstaff**”), and **Wick Communications Co.**, an Arizona corporation (“**Assignee**”);

**WHEREAS**, Flagstaff and its parent corporation Pulitzer Newspapers, Inc., a Delaware Corporation (“**PNI**”) (PNI and Flagstaff are collectively Assignors and each an Assignor) own all right, title and interest in and to the registered and unregistered marks which constitute Business Intellectual Property, including the marks identified on Schedule A, and the goodwill associated therewith and symbolized thereby (collectively, the “**Marks**”);

**WHEREAS**, pursuant to and in accordance with the Purchase Agreement, Assignors desire to transfer and assign all of its right, title and interest throughout the world in and to the Marks to Assignee; and

**WHEREAS**, Assignors and Assignee are hereby effecting such transfer and assignment of all right, title and interest of the Assignors throughout the world in and to the Marks and the goodwill associated therewith and symbolized thereby.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee agree as follows:

1. All capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.
2. Assignors hereby transfer and assigns to Assignee all right, title, and interest of Assignor throughout the world in and to the Marks and the goodwill associated therewith and symbolized thereby, the same to be held and enjoyed by Assignee, its successors, and assigns. Assignee hereby, commencing on and effective from the Closing Date, agrees to assume, perform when due, and become obligated for, each of the Assumed Liabilities associated with the Marks.
3. Assignors further assign to Assignee all right to sue for and receive all damages accruing from past, present and future infringements of the Marks.
4. PNI hereby incorporates herein and restates as if set out herein full for the benefit of Assignee the following sections and articles of the Purchase Agreement, as well as any additional section or article referenced in the following sections and articles (including without limitation definitions contained in Article IX as applicable), with references to “Seller” being deemed to refer to PNI, “Purchaser” being deemed to refer to Assignee and references to the “Purchased Assets” being deemed to refer to the Marks:

Section 4.1 *Organization; Power and Authority*

Section 4.2	<i>Authorization; Execution and Validity</i>
Section 4.3	<i>Absence of Conflicts</i> (with Schedule 4.3 hereby deemed to provide “None”)
Section 4.4	<i>Governmental Approvals</i>
Section 4.7	<i>Absence of Certain Changes</i>
Section 4.11	<i>Intellectual Property</i> (with Schedule 4.11(a) hereby deemed to refer to the Marks)
Section 4.12	<i>Litigation</i> (with Schedule 4.12 hereby deemed to provide “None”)
Section 4.15	<i>Taxes</i>
Section 4.22	<i>Fees</i>
Section 6.1	<i>Access to Documents; Preservation of Books and Records</i>
Section 6.5	<i>Further Assurances</i>
Section 6.7	<i>Public Announcements</i>
Section 7.1	<i>Allocation of Liability for Transfer Taxes</i>
Section 7.2	<i>Allocation of Liability for Other Taxes</i>
Section 7.4	<i>Tax Records</i>

Article VIII **INDEMNIFICATION** (with Total Purchaser Losses described in Section 8.10(a) to be inclusive of all Total Purchaser Losses under the Purchase Agreement and this Trademark Assignment Agreement; and Section 8.10(b) to be inclusive of all Seller’ indemnification obligations under the Purchase Agreement and this Trademark Assignment Agreement).

Article IX **DEFINITIONS**

Article X **GENERAL**

PNI hereby confirms that the Purchase Price paid to Flagstaff as described in the Purchase Agreement is adequate consideration for the representations, warranties, and covenants of PNI described in this Section 4.

5. This Trademark Assignment and Assumption Agreement (“**Trademark Assignment Agreement**”) shall be binding upon Assignors and Assignee, and their respective successors and assigns.

6. This Trademark Assignment Agreement is subject in all respects to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference. This Agreement is given to further evidence the transfers and assignments contemplated by the Purchase Agreement upon the terms and conditions specified therein. Nothing contained in this

Trademark Assignment Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, reduce, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignor or Assignee set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern. Without limiting the generality of the foregoing, nothing contained herein shall relieve or release the parties to the Purchase Agreement from any of their respective covenants, obligations or duties under the Purchase Agreement, it being the intention of such parties that such covenants, obligations and duties shall survive the execution and delivery of this Trademark Assignment Agreement except to the extent otherwise expressly provided in the Purchase Agreement.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first written above.

**ASSIGNORS:**

**FLAGSTAFF PUBLISHING CO.**

By: Timothy R. Millage  
Name: Timothy R. Millage  
Title: Vice President/Treasurer

**PULITZER NEWSPAPERS, INC.**

By: Timothy R. Millage  
Name: Timothy R. Millage  
Title: Vice President/Treasurer

**ASSIGNEE:**

**WICK COMMUNICATIONS CO.**

By: \_\_\_\_\_  
Name: Francis L. Wick  
Title: President and CEO

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment Agreement as of the date first written above.

**ASSIGNORS:**

**FLAGSTAFF PUBLISHING CO.**

**PULITZER NEWSPAPERS, INC.**

By: \_\_\_\_\_  
Name: Timothy R. Millage  
Title: Vice President/Treasurer

By: \_\_\_\_\_  
Name: Timothy R. Millage  
Title: Vice President/Treasurer

**ASSIGNEE:**

**WICK COMMUNICATIONS CO.**

By: DocuSigned by:  
*Francis L. Wick* \_\_\_\_\_  
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Name: Francis L. Wick  
Title: President and CEO

**SCHEDULE A**

**MARKS**

a. Federal Marks (registered with the USPTO)

Mark	Federal	Registration No.
Arizona Daily Sun	Federal trademark	2659561
Flagstaff Live!	Federal trademark	2639764

b. Federal Applications (filed with the USPTO)

NONE.

c. State Marks

Mark	State	Registration No.
99 Things to do in Northern Arizona	AZ state trademark	42283
Best of Flag	AZ state trademark	61765

d. Unregistered Marks

Direct Impression

Direct Impression Business Services