

MRD 10-19-99



10-27-1999

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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10-19-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #34



101183271

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Lee Enterprises, Incorporated

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
Name: Liberty Group Illinois Holdings, Inc.  
Internal Address: Suite 202  
Street Address: 3000 Dundee Road  
City: Northbrook State: IL ZIP: 60062

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: October 1, 1999

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
75/614,096  
75/614,095  
75/614,001

Additional numbers attached?  Yes  No

B. Trademark registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Deborah A. Wing  
Internal Address: Katten Muchin & Zavis  
Suite 1600  
Street Address: 525 West Monroe Street  
City: Chicago State: IL ZIP: 60661-3693

6. Total number of applications and registrations involved: ..... 3

7. Total fee (37 CFR 3.41):..... \$ 90.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

10/26/1999 NTHA11 00000299 75614096  
01 FC:481 40.00 OP  
02 FC:482 50.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Deborah A. Wing                      [Signature]                      10/19/99  
Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 1

## ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF REGISTERED INTELLECTUAL PROPERTY RIGHTS (this "Assignment") is made this 15 day of October, 1999, between Lee Enterprises, Incorporated a Delaware corporation ("Lee"), and Liberty Group Illinois Holdings, Inc., a Delaware corporation ("Liberty Illinois").

A. Pursuant to an Asset Exchange Agreement, dated as of August 26, 1999 (the "Asset Exchange Agreement"), among Liberty Group Publishing, Inc., a Delaware corporation and the direct or indirect parent of Liberty Illinois ("Liberty") and Lee, Lee has agreed to assign to Liberty or one or more Affiliates of Liberty designated by Liberty, and Liberty or one or more Affiliates of Liberty designated by Liberty have agreed to accept from Lee, for the consideration and upon the terms and conditions set forth in the Asset Exchange Agreement, among other things, the registered Lee Copyrights, the registered Lee Trademarks and the registered Lee Trade Secrets and, in each case, the good will, if any, appurtenant thereto. All capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Asset Exchange Agreement.

B. Liberty Illinois has been designated by Liberty as the Person to whom Lee should assign the registered Lee Copyrights of or with respect to *Star Courier*, *Star Extra*, *Atkinson-Annawan News*, and *Henry County Advertizer* (collectively, the "Lee Illinois Newspapers"), all of which are listed and described in ANNEX "A" attached hereto, the registered Lee Trademarks of or with respect to the Lee Illinois Newspapers, all of which are listed and described in ANNEX "B" attached hereto, and the registered Lee Trade Secrets of or with respect to the Lee Illinois Newspapers, all of which are listed and described in ANNEX "C" attached hereto and, in each case, the good will, if any, appurtenant thereto (collectively, the "Lee Illinois Intellectual Property Rights").

C. Lee is the sole and exclusive owner of all right, title and interest in, to and under the Lee Illinois Intellectual Property Rights.

D. Liberty Illinois desires to acquire the entire right, title and interest in, to and under the Lee Illinois Intellectual Property Rights.

NOW, THEREFORE, pursuant to the Asset Exchange Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lee and Liberty Illinois agree as follows:

1. Assignment. Lee does hereby assign and transfer unto Liberty Illinois all of its right, title and interest in and to the Lee Illinois Intellectual Property Rights, and all rights to sue for and receive all damages occurring from past infringements of the Lee Illinois Intellectual Property Rights.

2. Cooperation and Protection. Lee hereby agrees to cooperate in any and all efforts of Liberty Illinois necessary to register with any governmental authorities the Lee Illinois Intellectual Property Rights or otherwise evidence the proprietary rights of Liberty Illinois in the Lee Illinois Intellectual Property Rights conferred hereby. Lee further agrees to cooperate in any and all efforts of Liberty Illinois necessary to effectuate the transfer of the Lee Illinois Intellectual Property Rights to Liberty Illinois, including but not limited to, execution and delivery of additional instruments required to effectively consummate the transactions contemplated by this Assignment, and to cooperate with Liberty Illinois in the protection and defense of Liberty Illinois' proprietary interest in the Lee Illinois Intellectual Property Rights conferred hereby.

3. No Other Assignment. Lee represents and warrants that Lee has not sold, assigned, transferred, conveyed or licensed the Lee Illinois Intellectual Property Rights to any third party.


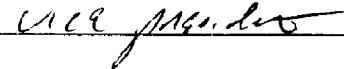
4. No Amendment. Nothing herein contained shall modify, amend or otherwise effect the duties, obligations, liabilities, warranties, or representations of Liberty or Lee set forth in the Asset Exchange Agreement.

5. Binding Effect. This Assignment shall be binding upon and adhere to the benefit of the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be executed in one or more counterparts and shall be effective upon its execution by all parties to this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Registered Intellectual Property Rights on the date first written above.

LEE ENTERPRISES, INCORPORATED

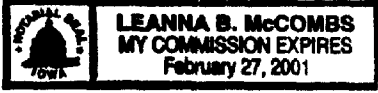
By:   
Its: 

LIBERTY GROUP ILLINOIS HOLDINGS,  
INC.

By: \_\_\_\_\_  
Kenneth L. Serota, its President

STATE OF Iowa )  
 ) ss:  
COUNTY OF Scott )

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this 1st day of October, 1999, by Chris Warkig, who being duly sworn, did say that he is the Vice President - Finance of Lee Enterprises, Incorporated, a Delaware corporation, and has executed this Assignment of Registered Intellectual Property Rights on behalf of such corporation.



Leanna B. McCombs  
Notary Public

My commission expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by Kenneth L. Serota, who being duly sworn, did say that he is the President of Liberty Group Illinois Holdings, Inc., a Delaware corporation, and has executed this Assignment of Registered Intellectual Property Rights on behalf of such corporation.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

2. Cooperation and Protection. Lee hereby agrees to cooperate in any and all efforts of Liberty Illinois necessary to register with any governmental authorities the Lee Illinois Intellectual Property Rights or otherwise evidence the proprietary rights of Liberty Illinois in the Lee Illinois Intellectual Property Rights conferred hereby. Lee further agrees to cooperate in any and all efforts of Liberty Illinois necessary to effectuate the transfer of the Lee Illinois Intellectual Property Rights to Liberty Illinois, including but not limited to, execution and delivery of additional instruments required to effectively consummate the transactions contemplated by this Assignment, and to cooperate with Liberty Illinois in the protection and defense of Liberty Illinois' proprietary interest in the Lee Illinois Intellectual Property Rights conferred hereby.

3. No Other Assignment. Lee represents and warrants that Lee has not sold, assigned, transferred, conveyed or licensed the Lee Illinois Intellectual Property Rights to any third party.

4. No Amendment. Nothing herein contained shall modify, amend or otherwise effect the duties, obligations, liabilities, warranties, or representations of Liberty or Lee set forth in the Asset Exchange Agreement.

5. Binding Effect. This Assignment shall be binding upon and adhere to the benefit of the parties hereto and their respective successors and assigns.

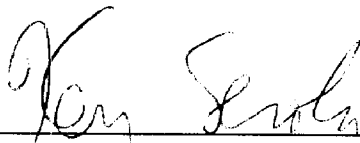
6. Counterparts. This Assignment may be executed in one or more counterparts and shall be effective upon its execution by all parties to this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Registered Intellectual Property Rights on the date first written above.

LEE ENTERPRISES, INCORPORATED

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LIBERTY GROUP ILLINOIS HOLDINGS,  
INC.

By:  \_\_\_\_\_  
Kenneth L. Serota, its President

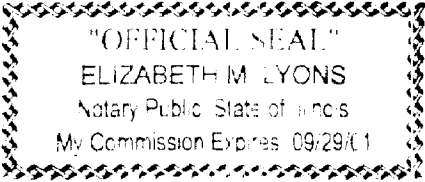
STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by \_\_\_\_\_, who being duly sworn, did say that he is the \_\_\_\_\_ of Lee Enterprises, Incorporated, a Delaware corporation, and has executed this Assignment of Registered Intellectual Property Rights on behalf of such corporation.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss:  
COUNTY OF COOK )

The foregoing Assignment of Registered Intellectual Property Rights was acknowledged before me this 20<sup>th</sup> day of SEPTEMBER, 1999, by Kenneth L. Serota, who being duly sworn, did say that he is the President of Liberty Group Illinois Holdings, Inc., a Delaware corporation, and has executed this Assignment of Registered Intellectual Property Rights on behalf of such corporation.



Elizabeth Lyons  
Notary Public

My commission expires: 09/29/01

ANNEX "A"

LEE COPYRIGHTS

Lee Copyrights

Lee owns copyrights in the publications listed below, including any renewals and extensions thereof, provided, however, that such publications may contain copywritten materials including, but not limited to, articles and advertising that are supplied by third parties which own the copyrights to such materials:

Star Courier

Star Extra

Atkinson-Annawan News

Henry County Advertiser

ANNEX "B"

LEE TRADEMARKS

Lee Trademarks

"Star Courier" Illinois Trademark Registration Number 069772 expires January 21, 2002.

"Henry County Advertizer" Illinois Trademark Registration Number 063051 expires September 12, 2003.

All common law rights in the Trade names "Star Extra", "Times Record", "Atkinson-Annawan News".

The pending Federal Trademark Applications for the marks "Pig E. Sam", "Pig E. Sue" and "Where Pigs Fly". PTO has initially refused registration of "Pig E. Sue", but the PTO action is subject to further review.

The domain name "Starcourier.com". registered by the Kewanee Star Courier with Network Solutions, Inc.

The fictitious name "the-advertizer" registered by the Henry County Advertizer with the Illinois Secretary of State.

The Trade names and Mastheads for all of the foregoing.



ANNEX "C"

LEE TRADE SECRETS

Lee Trade Secrets

None