

07-17-2002



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Tab settings

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TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Lee Enterprises, Incorporated

7-15-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 7/1/2002

2. Name and address of receiving party(ies)

Name: Hagadone Montana Publishing L.L.C.

Internal Address:

Street Address: 727 E. Idaho Street

City: Kalispell State: MT Zip: 59901

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Nevada Limited Liability Company

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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2372329,

2359735

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kevin Belew

Internal Address: Thornton Byron L.L.P.

Street Address: 1101 W. River Street, Ste. 340

City: Boise State: ID Zip: 83702-7067

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Kevin Belew

Name of Person Signing

Kevin Belew

Signature

7/1/02

Date

07/16/2002 00000130 2372329

Total number of pages including cover sheet, attachments, and document: 6

01 FC:481
02 FC:482

40.00 OP
25.00 OP

documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002544 FRAME: 0637

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of this 1st day of July, 2002, by and between **LEE ENTERPRISES, INCORPORATED**, a Delaware corporation ("LEE") and **HAGADONE MONTANA PUBLISHING L.L.C.**, a Nevada limited liability company ("HMP") pursuant to that certain Acquisition Agreement dated June 5, 2002 (the "Acquisition Agreement"), by and among **LEE, HOWARD PUBLICATIONS, INC.**, a Delaware corporation, **HAGADONE INVESTMENT CO.**, a Nevada corporation ("HIC"), **HAGADONE REALTY, INC.**, a Washington corporation, and **SIOUX CITY NEWSPAPERS, INC.**, an Iowa corporation.

WHEREAS, HMP is a Subsidiary of HIC and pursuant to the terms of the Acquisition Agreement, HMP has been designated by HIC as assignee of certain intellectual property rights;

WHEREAS, pursuant to the Acquisition Agreement, LEE desires and intends to transfer and assign all of its right, title and interest in and to the Intellectual Property set forth on the attached Exhibit "A" (the "Intellectual Property"); and

WHEREAS, HMP desires and intends to accept LEE's transfer of all of its right, title and interest in and to the Intellectual Property, subject to the terms and conditions of the Acquisition Agreement.

NOW, THEREFORE, pursuant to the terms and conditions of the Acquisition Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, LEE and HMP agree as follows:

1. **Assignment.** LEE hereby irrevocably assigns and conveys to HMP exclusive ownership of, and the right to use, enjoy, exploit, sell, assign, transfer, convey or license, without further consideration or royalties, its entire right, title and interest in and to the Intellectual Property and any variations thereof, in perpetuity, together with the goodwill of Flathead Group Publications in connection with which the Intellectual Property is used and all registrations and applications therefor in the United States and for all foreign countries, including any renewals and extensions of the registrations now or hereafter in effect. LEE further assigns to HMP all of its rights, interests, claims and demands recoverable at law or in equity that LEE has or may have in profits and damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right of HMP and its successors and assigns to sue for, and collect the same.

2. **Cooperation and Protection.** LEE hereby agrees to cooperate in any and all efforts of HMP necessary to register the Intellectual Property with any governmental authority or otherwise evidence the proprietary rights of HMP in the Intellectual Property conferred hereby. LEE further agrees to cooperate in any and all efforts of HMP necessary to effectuate the transfer of the Intellectual Property to HMP, including, but not limited to, execution and delivery of additional instruments required to effectively consummate the transactions contemplated by the

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Acquisition Agreement, and to cooperate with HMP in the protection and defense of LEE's proprietary interest in the Intellectual Property conferred hereby.

3. **Use of Intellectual Property.** LEE makes no representation that the trademarks/service marks set forth on Exhibit A are presently in commercial use.

4. **Definitions.** Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Acquisition Agreement.

5. **Construction.** This Assignment shall be construed in accordance with and governed by the laws of the United States in respect of trademark issues, and in all other respects as provided in the Acquisition Agreement.

IN WITNESS WHEREOF, LEE and HMP have executed this Assignment as of the date first set forth above.

LEE ENTERPRISES, INCORPORATED

By: _____

Its: _____

HAGADONE MONTANA PUBLISHING L.L.C.

By:  _____

Its: PRESIDENT

Acquisition Agreement, and to cooperate with HMP in the protection and defense of LEE's proprietary interest in the Intellectual Property conferred hereby.

3. **Use of Intellectual Property.** LEE makes no representation that the trademarks/service marks set forth on Exhibit A are presently in commercial use.

4. **Definitions.** Terms capitalized herein and not otherwise defined shall have the meanings ascribed to them in the Acquisition Agreement.

5. **Construction.** This Assignment shall be construed in accordance with and governed by the laws of the United States in respect of trademark issues, and in all other respects as provided in the Acquisition Agreement.

IN WITNESS WHEREOF, LEE and HMP have executed this Assignment as of the date first set forth above.

LEE ENTERPRISES, INCORPORATED

By: Gregory P. DeBenedictis

Its: Vice President - Interactive Media

HAGADONE MONTANA PUBLISHING L.L.C.

By: _____

Its: _____

EXHIBIT "A"

1. *Clark Fork Valley Press* -- Montana trademark registration described as a "newspaper" (registration number A-077553).
2. *Clark Fork Valley Press* -- Montana assumed business name (registration number 79838-A5874).
3. *West Shore News* -- Montana trademark registration described as a "newspaper" (registration number 20,967).
4. *West Shore News* -- Montana assumed business name (registration number 79839 - A5874).
5. *Mineral Independent* -- Montana trademark registration described as a "newspaper" (registration number 20,965).
6. *Mineral Independent* -- Montana assumed business name.
7. *Hungry Horse News* -- Federal trademark/service mark registration (registration number 2,359,735) for:
 - (a) Newspaper for general circulation, in IC 16; and
 - (b) Providing an on-line general circulation newspaper in IC 42.
8. *Hungry Horse News* -- Montana assumed business name (registration number 74888-A5686-2).
9. *Whitefish Pilot* -- Federal trademark/service mark registration (registration number 2,372,329) for:
 - (a) Printed community newspapers, in IC 16; and
 - (b) Computer services, namely, on-line newspapers featuring general new events, in IC 42.
10. *Whitefish Pilot* -- Montana assumed business name (registration number A074114).
11. *Lake County Leader* -- Montana assumed business name (registration number A084834).
12. *Bigfork Eagle & Design* -- Montana trademark registration described as a newspaper (registration number 19,438).

13. *Bigfork Eagle* -- Montana assumed business name (registration number 4534(5)-A092788).
14. *Flathead Newspaper Group* -- Montana assumed business name (registration number A-072-354).
15. *Advertiser* -- Montana trademark at registration number T20968.
16. *The Advertiser* -- Montana assumed business name.
17. *News Press* -- Montana assumed business name (registration number 79841-A5874).
18. *Bigfork Eagle Kaleidoscope* -- Montana trademark at registration number T019351.
19. *Bigfork Eagle Kaleidoscope* -- Montana assumed business name.
20. All common law trademark rights in the Flathead Group Publications.
21. The following domain names:
 - whitefishpilot.com
 - hungryhorsenews.com
 - bigforkeagle.com
 - leaderadvertiser.com
 - flatheadnewspapergroup.com