

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
NORLIGHT TELECOMMUNICATIONS, INC.		01/01/2007	CORPORATION: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE JOURNAL COMPANY		
<b>Street Address:</b>	333 West State Street		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53203		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2727262	PRIMELINK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(414)277-0656		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	414-271-6560		
<b>Email:</b>	mkeipdocket@michaelbest.com		
<b>Correspondent Name:</b>	Lori S. Meddings		
<b>Address Line 1:</b>	100 East Wisconsin Avenue		
<b>Address Line 2:</b>	Suite 3300		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	014896-9002 US00		
<b>NAME OF SUBMITTER:</b>	Jaime L. Puls		
<b>Signature:</b>	/jaime l. puls/		

OP \$40.00 2727262

Date:

10/13/2008

**Total Attachments: 7**

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## BILL OF SALE, ASSIGNMENT AND ASSUMPTION OF LIABILITIES

BILL OF SALE, ASSIGNMENT, AND ASSUMPTION OF LIABILITIES (this "Agreement"), effective as of 12:01 a.m., Central Time, on January 1, 2007 (the "Effective Time"), by and between NORLIGHT TELECOMMUNICATIONS, INC., a Wisconsin corporation ("Transferor"), and THE JOURNAL COMPANY, a Wisconsin corporation ("Recipient").

### RECITALS

**WHEREAS**, Transferor desires to transfer to Recipient all of the assets and properties held directly or indirectly by Transferor that relate solely to its direct marketing business in Minnesota, Wisconsin and Florida known as PrimeNet (the "Business"), but specifically excluding assets related to Transferor's other businesses;

**WHEREAS**, Transferor desires to retain all assets and liabilities other than those related to the Business;

**WHEREAS**, Recipient desires to acquire from Transferor the assets Transferor desires to transfer and, in consideration therefor, to assume all of the liabilities of Transferor that relate solely to the Business;

**WHEREAS**, the amount of the liabilities of Transferor that relate solely to the Business exceeds the fair market value of the assets of Transferor that relate solely to the Business; and

**WHEREAS**, Recipient owns all the outstanding shares of Transferor.

**NOW, THEREFORE**, in consideration of the above premises and the mutual promises and covenants herein contained, the parties agree as follows:

#### 1. **TRANSFER OF ASSETS**

a. **Transferred Assets**. Effective as of the Effective Time, Transferor hereby sells, transfers, conveys, assigns and delivers to Recipient, and Recipient hereby acquires and accepts, all of Transferor's right, title and interest in and to all of the business, rights, claims and assets (of every kind, nature, character and description, whether real, personal or mixed, whether tangible or intangible, whether accrued, contingent or otherwise, and wherever situated) of Transferor relating solely to the Business, together with all rights associated with such assets (such transferred assets, collectively, the "Transferred Assets"). The Transferred Assets shall include, but not be limited to, the following:

i. **Personal Property**. Except as set forth on Schedule 1 attached hereto, all equipment, fixtures, presses, folders, inserters, cutters, printers, collators, stitchers and all other personal property owned, utilized or held for use by Transferor as of the Effective Time related solely to the Business.

ii. Personal Property Leases. All leases of equipment, furniture and other personal property leased by Transferor as of the Effective Time related solely to the Business.

iii. Inventory. All inventories of stamps, raw materials, work-in-process and finished goods (including all such in transit) related solely to the Business as of the Effective Time, together with related packaging materials.

iv. Leased Real Property. All leases relating to real property located in St. Paul, Minnesota, Milwaukee, Wisconsin, and Clearwater, Florida, to which Transferor is a party as of the Effective Time and which are utilized in connection with the Business (the "Leased Real Property").

v. Trade Rights. All of Transferor's Trade Rights as of the Effective Time which relate solely to the Business. As used herein, the term "Trade Rights" shall mean and include: (i) all United States, state and foreign trademark rights, business identifiers, trade dress, service marks, trade names, and brand names; (ii) all United States and foreign copyrights and all other rights associated therewith and the underlying works of authorship; (iii) all United States and foreign patents and all proprietary rights associated therewith; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; (v) all inventions, mask works and mask work registrations, know-how, discoveries, improvements, designs, trade secrets, shop and royalty rights, employee covenants and agreements respecting intellectual property and non-competition and all other types of intellectual property; (vi) all websites and domain names of or maintained by Transferor; and (vii) all common law rights of any of the foregoing, all registrations, renewals, extensions and reissues of any of the foregoing, all applications therefor, all goodwill associated with any of the foregoing, and all claims for infringement or breach thereof.

vi. Contracts. All Transferor's rights in, to and under all contracts, purchase orders and sales orders (hereinafter "Contracts") of the Business as of the Effective Time. To the extent that any Contract for which assignment to Recipient is provided herein is not assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Transferor agrees to use its reasonable best efforts (without any requirement on the part of Transferor to pay any money or agree to any change in the terms of any such Contract) to obtain the consent of such other party to the assignment of any such Contract to Recipient in all cases in which such consent is or may be required to such assignment. If any such consent shall not be obtained, Transferor agrees to cooperate with Recipient in any reasonable arrangement designed to provide for Recipient the benefits intended to be assigned to Recipient under the relevant Contract, including enforcement at the cost and for the account of Recipient of any and all rights of Transferor against the other party thereto arising out of the breach or cancellation thereof by such other party or otherwise. If and to the extent that such arrangement cannot be made, Recipient, upon notice

to Transferor, shall have no obligation with respect to any such Contract and any such Contract shall not be deemed to be a Transferred Asset hereunder.

vii. Licenses; Permits. All licenses, permits, approvals and certifications of Transferor as of the Effective Time, to the extent transferable, relating solely to the operation of the Business or the leasing of the Leased Real Property.

viii. Computer Software. Except for software associated with the support services provided by Transferor to the Business as of the Effective Time, all computer source codes, programs and other software of Transferor as of the Effective Time relating solely to the Business, including all machine readable code, printed listings of code, documentation and related property and information of Transferor, and all computer software licenses held by Transferor.

ix. Accounts Receivable. All accounts receivable of the Business as of the Effective Time.

x. Literature. All sales literature, promotional literature, catalogs and similar materials as of the Effective Time relating solely to the Business.

xi. Records and Files. All records, files, invoices, accounting records, business records, operating data and other data of Transferor as of the Effective Time relating solely to the Business, including, without limitation, customer lists, research and development reports, production reports and records, and service and warranty records.

xii. Other Assets. All telephone numbers and listings and universal resource locators of or maintained by Transferor as of the Effective Time relating solely to the Business.

xiii. General Intangibles. All claims for collection, indemnity rights and other claims and causes of action arising out of occurrences before the Effective Time, and other intangible rights and assets of Transferor, in each case to the extent related solely to the Business.

## 2. ASSUMPTION OF LIABILITIES

a. Liabilities to be Assumed. As used in this Agreement, the term "Liability" shall mean and include any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Effective as of the Effective Time, Recipient hereby assumes and agrees to perform and discharge all Liabilities of Transferor related solely to the Business.

b. Indebtedness Owed to Recipient and JCI. The Liabilities of Transferor that are related solely to the Business include indebtedness owed by Transferor to Recipient and indebtedness owed by Transferor to Journal Communications, Inc., a Wisconsin corporation ("JCI"). Schedule 2 lists the principal amount of such indebtedness that was outstanding as of November 19, 2006.

c. Characterization of Liability Assumption. Any excess of (i) the amount of Liabilities assumed by Recipient pursuant to this Agreement over (ii) the fair market value of the Transferred Assets shall be treated by the parties to this Agreement as constituting a capital contribution by Recipient to Transferor.

## 3. EMPLOYEE MATTERS

a. Affected Employees. "Affected Employees" shall mean all employees of the Business employed by Transferor immediately prior to the Effective Time; provided, however, that Affected Employees shall not include the present or former employees of Transferor or its predecessors whose duties and responsibilities do not or did not relate solely to the Business.

b. Transfer of Employment. As of the Effective Time, Affected Employees shall be transferred to the employ of Recipient. Such transfer shall not be deemed to be a termination of employment for any purpose, and such transfer shall not interrupt, terminate or have any other effect on any Affected Employee's service accumulated for any employee benefit purpose immediately prior to the Effective Time.

c. Employee Benefit Plans. The transfer of an Affected Employee to the employ of Recipient as described in Section 3(b) shall have no effect on the eligibility, continuing participation status and accrued benefits of that Affected Employee with respect to any benefit plans sponsored by JCI on the date hereof.

## 4. MISCELLANEOUS

a. Further Assurance. From time to time, at Recipient's request and without further consideration, Transferor will execute and deliver to Recipient such documents and take such other action as Recipient may reasonably request in order to consummate more effectively the transactions contemplated hereby, including, without limitation, executing documents as may be necessary to enable Recipient to reflect the transfers contemplated hereby in any government office.

b. Assignment; Parties in Interest.

i. Assignment. The rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other party.

ii. Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto. Nothing contained herein shall be deemed to confer upon any other person any right or remedy under or by reason of this Agreement.

c. Law Governing Agreement. This Agreement shall be construed and interpreted according to the internal laws of the State of Wisconsin, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

d. Amendment and Modification. Transferor and Recipient may amend, modify and supplement this Agreement in such manner as may be agreed upon by them in writing.

e. Entire Agreement. This instrument embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein, and there have been and are no agreements, representations or warranties between the parties other than those set forth or provided for herein and in the Purchase Agreement.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


g. Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this  
\_\_\_ day of December, 2006.

**NORLIGHT TELECOMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**THE JOURNAL COMPANY**

By:  \_\_\_\_\_  
Name:  
Title:



IN WITNESS WHEREOF, the parties have executed this Agreement as of this  
\_\_\_ day of December, 2006.

**NORLIGHT TELECOMMUNICATIONS, INC.**

By: *James J. Ditter*  
Name: *James J. Ditter*  
Title: *president*

**THE JOURNAL COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

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