

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORLIGHT TELECOMMUNICATIONS, INC.		01/01/2007	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	THE JOURNAL COMPANY		
Street Address:	333 West State Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53201		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2651193	PRIMETRACK	
CORRESPONDENCE DATA			
Fax Number:	(414)277-0656		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414-271-6560		
Email:	jltrem1@michaelbest.com		
Correspondent Name:	Lori S. Meddings		
Address Line 1:	100 East Wisconsin Avenue		
Address Line 2:	Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	014896-9004 US00		
NAME OF SUBMITTER:	Jaime L. Trem1		
Signature:	/jaime l. trem1/		

OP \$40.00 2651193

900154493

**TRADEMARK
 REEL: 004147 FRAME: 0900**

Date:

02/11/2010

Total Attachments: 9

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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.

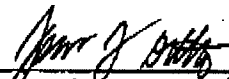
4. MISCELLANEOUS

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.

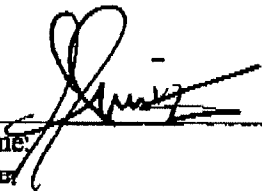
- b. Assignment; Parties in Interest.
- i. Assignment. The rights and obligations of a party hereunder may not be assigned, transferred or encumbered without the prior written consent of the other party.
- ii. Parties in Interest. This Agreement shall be binding upon, inure to the benefit of, and be 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: James J. Differ
Title: president

THE JOURNAL COMPANY

By: 
Name: _____
Title: _____

Schedule 1

Excluded Equipment

1. See attached list of excluded assets and leased equipment used by the Business at its St. Paul, Minnesota facility.
2. The T1 communication line and related leased equipment used by Journal Sentinel Inc. at the Business' Milwaukee, Wisconsin facility.

Norlight Telecommunications, Inc
 Excluded Assets at St. Paul Facility

BarScan	OWNED ASSETS	Sys No	Capital Project No	Co Asset No	In Svc Date
	PROXIMA DESKTOP PROJECTOR	009763	2000-003	13373	12/30/99
	PROJECTOR LAMP REPLACEMENT	009896	2000-003	13506	01/30/00
	LJ8000DN LASERJET PRINTER	010991	2000-013	14601	04/01/00
12452	THINKPAD T30 R4M-2 40GB LAPTOP	033270	03A003	36137	04/01/03
	Viewstation 128 part number 2200-08001-001	034741	03A024	37343	07/01/03
13057	IBM Thinkpad T30 2.2 GHz, 40GB, 256MB, CDRW/DVDROM	036448	04A008	39035	04/15/04
skp6g8hm	IBM Thinkpad T30 2.2 GHz, 40GB, 256MB, CDRW/DVDROM	036518	04A008	39106	05/01/04
13207	IBM Thinkpad T30 2.2 GHz, 40GB, 256MB, CDRW/DVDROM	038288	04A008	40656	01/01/04
	6250/DP - Xerox Phaser Color Laser Printer	038831	04A071	41397	12/15/04
	6250/DP - Xerox Phaser Color Laser Printer	038832	04A071	41398	12/15/04
13550	IBM Thinkpad T42 1.5GHz, 40GB, 256MB, CD-RW/DVD, EN	040214	05A002	42770	07/01/05
	POLYCOM SOUNDSTATIONS/CONFERENCING PHONES (1)	007693	1998-022	11304	07/01/98
	INTEL TEAMSTATION CONFERENCING SYSTEM (1)	007716	1998-044	11327	07/01/98
	TEAMSTATION CART (1)	007720	1998-044	11331	07/01/98
	ST. PAUL SALES OFFICE EXPANSION - PRIMENET OFFICES	009731	1899-064	13341	12/30/99
	MPLS SALES OFFICE EXPANSION - RECONFIGURATION	009887	1999-064	13497	01/30/00
	OFFICE SPACE EXPANSION	011014	1899-064	14624	04/01/00
155946	Cisco 7912 Phone	037557	04A018	40144	07/15/04
155947	Cisco 7912 Phone	037558	04A018	40145	07/15/04
155941	Cisco 7912 Phone	037559	04A018	40146	07/15/04
155942	Cisco 7912 Phone	037580	04A018	40147	07/15/04
155937	Cisco 7912 Phone	037581	04A018	40148	07/15/04
155938	Cisco 7912 Phone	037582	04A018	40149	07/15/04
155933	Cisco 7912 Phone	037583	04A018	40150	07/15/04
155934	Cisco 7912 Phone	037884	04A018	40151	07/15/04
155945	Cisco 7912 Phone	037585	04A018	40152	07/15/04
155939	Cisco 7912 Phone	037586	04A018	40153	07/15/04
155943	Cisco 7912 Phone	037587	04A018	40154	07/15/04
155949	Cisco 7912 Phone	037588	04A018	40155	07/15/04
155932	Cisco 7912 Phone	037589	04A018	40156	07/15/04
155931	Cisco 7912 Phone	037570	04A018	40157	07/15/04
155940	Cisco 7912 Phone	037571	04A018	40158	07/15/04
155936	Cisco 7912 Phone	037572	04A018	40159	07/15/04
155930	Cisco 7912 Phone	037573	04A018	40160	07/15/04
155948	Cisco 7912 Phone	037574	04A018	40161	07/15/04
155944	Cisco 7912 Phone	037575	04A018	40162	07/15/04
155935	Cisco 7912 Phone	037576	04A018	40163	07/15/04
155929	Cisco 7914 Phone	037582	04A018	40169	07/15/04
155927	Cisco 7940 Phone	037704	04A018	40291	07/15/04
155928	Cisco 7940 Phone	037705	04A018	40292	07/15/04

LEASED EQUIPMENT

Copier/Fax from Gordon Fleisch Company
 Postage Meter from Pitney Bowes

Schedule 2

Principal Amount of Indebtedness owed to Recipient and JCI as of November 19, 2006:

\$21,311,914