

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
WP COMPANY LLC		10/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	THE WASHINGTON POST COMPANY
Street Address:	1150 15th Street, NW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20071
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	4330463	
Registration Number:	4330470	
Registration Number:	3999849	TROVE

CORRESPONDENCE DATA

Fax Number: 2023712540
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023712600
 Email: tm@skgf.com, tdurkin@skgf.com, jshirk@skgf.com
 Correspondent Name: Tracy-Gene G. Durkin
 Address Line 1: Sterne, Kessler, Goldstein & Fox PLLC
 Address Line 2: 1100 New York Avenue, NW
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	TWPC MARKS
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OP \$90.00 4330463

NAME OF SUBMITTER:	Tracy-Gene G. Durkin
Signature:	/Tracy Durkin/
Date:	10/24/2013
Total Attachments: 4 source=ASSGN WPC to TWPC#page1.tif source=ASSGN WPC to TWPC#page2.tif source=ASSGN WPC to TWPC#page3.tif source=ASSGN WPC to TWPC#page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") is made and entered into effective as of October 1, 2013 (the "Effective Date") by and between WP Company LLC, a Delaware limited liability company ("Transferor"), and The Washington Post Company, a Delaware corporation ("Transferee"). Transferor and Transferee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Transferor is the owner of the Assigned Trademarks (as defined below); and

WHEREAS, Transferor has agreed to assign, transfer, convey, contribute and deliver to Transferee, and Transferee has agreed to acquire and accept from Transferor, all of Transferor's right, title and interest in and to the Assigned Trademarks and all goodwill of the business associated with and symbolized by the Assigned Trademarks.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. Conveyance and Acceptance of Assigned Trademarks. Effective as of the Effective Date, (a) Transferor hereby irrevocably, without reservation, assigns, transfers, conveys and delivers to Transferee (and to Transferee's successors and assigns), all of its right, title and interest in and to the trademarks, tradenames and service marks listed on Schedule A attached hereto (the "Assigned Trademarks"), including all common law rights therein and all trademark registrations and registration applications for the Assigned Trademarks, together with all proceeds, benefits, privileges, causes of action and remedies relating to the Assigned Trademarks, all rights to bring an action, whether at law or in equity, for infringement, dilution, misappropriation, misuse or other violation of the Assigned Trademarks against any third party, all rights to recover damages, profits and injunctive relief for all past, present or future infringement, dilution, misappropriation, misuse, or other violation of the Assigned Trademarks, and the goodwill of the business associated with and symbolized by the Assigned Trademarks, and (b) Transferee hereby accepts such assignment, transfer, conveyance, and delivery of the Assigned Trademarks.

2. Recordation and Further Actions. Transferor hereby authorizes Transferee to record this Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant governmental authorities. Transferor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Transferee, or any assignee or successor thereto.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware, excluding any conflicts or choice of law rule

or principle that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

4. Successors and Assigns. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns.

5. Counterparts. This Assignment may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have duly executed this Assignment, as of the day and year first above written.

WP COMPANY LLC,

By: [Signature]
Name: Stephen P. Mills
Title: President + GM

District of Columbia
) ss

On this 30th day of September, 2013, before me personally appeared Stephen Mills, to me personally known, who, being duly sworn, did say that he/she is the _____ of **WP Company LLC** and that he/she duly executed the foregoing instrument for and on behalf of **WP Company LLC**, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public
Expiration Date: 10/31/2013

[Signature]
Anika A. Harden
Notary Public, District of Columbia
My Commission Expires 10/31/2013



THE WASHINGTON POST COMPANY,

By: [Signature]
Name: Hal Jones
Title: Senior VP - Finance + CFO

District of Columbia
) ss

On this 30th day of September, 2013, before me personally appeared Hal Jones, to me personally known, who, being duly sworn, did say that he/she is the Senior VP - Finance of **The Washington Post Company**, and that he/she duly executed the foregoing instrument for and on behalf of **The Washington Post Company**, being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of said company.

[Signature]
Notary Public
Expiration Date: 10/31/2013

[Signature]
Anika A. Harden
Notary Public, District of Columbia
My Commission Expires 10/31/2013



[Signature Page to Trademark Assignment Agreement]

Schedule A

Assigned Trademarks

<i>Mark</i>	<i>Serial Number/ Registration Number</i>	<i>Filing Date</i>	<i>Registration Date</i>
CIRCLE IN CIRCLE (ORANGE ON GRAY) DESIGN	4,330,463	03/09/2012	05/07/2013
CIRCLE IN CIRCLE (ORANGE ON WHITE) DESIGN	4,330,470	03/09/2012	05/07/2013
TROVE	3,999,849	11/03/2010	07/19/2011