

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389771

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kearns-Tribune, LLC		05/31/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PCH Tribune, LLC		
Doing Business As:			
Street Address:	500 Huntsman Way		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84108		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3532843	THE SALT LAKE TRIBUNE	
Registration Number:	3566260	THE SALT LAKE TRIBUNE	
CORRESPONDENCE DATA			
Fax Number:	8015786999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(801) 328-3131		
Email:	tm-slc@stoel.com		
Correspondent Name:	Catherine Parrish Lake		
Address Line 1:	201 South Main Street, Suite 1100		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Catherine Parrish Lake		
SIGNATURE:	/Catherine Parrish Lake/		
DATE SIGNED:	06/29/2016		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Kearns-Tribune, LLC, a Delaware limited liability company having a place of business at 101 West Colfax Avenue, Suite 1100, Denver, Colorado, 80202 (the "*Assignor*"), has adopted and used and is using the trademarks and service marks identified on Annex A hereto (the "*Marks*"), and is the owner of the registrations of such Marks in the United States Patent and Trademark Office; and

WHEREAS, PCH Tribune, LLC (f/k/a PCH Media, LLC), a Delaware limited liability company having a place of business at 500 Huntsman Way, Salt Lake City, Utah 84108 (the "*Assignee*"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor; and

WHEREAS, this Assignment of Trademarks and Service Marks (U.S.) (this "*Assignment*") is being delivered pursuant to that certain Asset Purchase Agreement, dated April 15, 2016 (the "*Purchase Agreement*"), by and between Assignor and MediaNews Group, Inc., a Delaware corporation, as sellers, and Assignee, as purchaser.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all of Assignor's entire worldwide right, title and interest in and to the Marks, including, without limitation (a) all related common law rights, (b) the registrations of and registration applications for the Marks, (c) the goodwill of the business symbolized by and associated with the Marks, and (d) all claims, demands and causes of action, including the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of, damage or injury to the Marks, or the registrations thereof or such associated goodwill, and unfair competition in business in connection with any of the foregoing.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks. Assignor will, at the reasonable request of Assignee and without demanding any further consideration therefor, do all things necessary, proper, or advisable, including without limitation the execution, acknowledgment and recordation of specific assignments, oaths, declarations and other documents on a country-by-country basis, to assist Assignee in obtaining, perfecting, sustaining, and/or enforcing the Marks. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document it is entitled to under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on their behalf and instead of Assignor, to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.

The terms of the Purchase Agreement, including but not limited to Assignor's representations, warranties, covenants, agreements and indemnities relating to the Marks, are incorporated herein by this reference. Assignor acknowledges and agrees that the

representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent that any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. The parties may execute this Assignment in multiple counterparts, any one of which need not contain the signature of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any counterpart may be executed by facsimile or PDF signature and such facsimile or PDF signature shall be deemed an original. The terms and conditions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

This Assignment shall take effect at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment below.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 31st day of May, 2016.

KEARNS-TRIBUNE, LLC, a Delaware limited liability company

By: Michael Koren
Name: Michael Koren
Title: CFO

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the 31st day of May, 2016.

PCH TRIBUNE, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this Assignment, as an instrument under seal, on this 31st day of May, 2016.

KEARNS-TRIBUNE, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

This Assignment is hereby accepted by Assignee as of the 31st day of May, 2016.

PCH TRIBUNE, LLC, a Delaware limited liability company

By: Paul Huntsman
Name: Paul Huntsman
Title: President & CEO

**ANNEX A
TO
ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)**

FEDERAL TRADEMARKS

<u>Trademark</u>	<u>Owner</u>	<u>Status in Trademark Office</u>	<u>Federal Registration Number</u>	<u>Registration Date</u>
THE SALT LAKE TRIBUNE	Kearns-Tribune, LLC	Registered	3,532,843	November 18, 2008
THE SALT LAKE TRIBUNE	Kearns-Tribune, LLC	Registered	3,566,260	January 27, 2009

Annex A to Assignment of Trademarks and Service Marks (U.S.)

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