

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
FREEDOM EASTERN NORTH CAROLINA COMMUNICATIONS, INC.		06/27/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	HALIFAX EASTERN NORTH CAROLINA, LLC
Street Address:	2339 Beville Road
City:	Daytona Beach
State/Country:	FLORIDA
Postal Code:	32119
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3389838	TRENT WOODS TIMES
Registration Number:	3218845	THE FAIRFIELD HARBOUR BEACON
Registration Number:	3225812	RIVER BENDER

CORRESPONDENCE DATA

Fax Number: 3128637806
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-863-7198
 Email: nancy.brougher@goldbergkohn.com
 Correspondent Name: Nancy Brougher
 Address Line 1: Goldberg Kohn Ltd.
 Address Line 2: 55 East Monroe Street, Suite 3300
 Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.042
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OP \$90.00 3389838

NAME OF SUBMITTER:	Nancy Brougher
Signature:	/njb/
Date:	07/02/2012
Total Attachments: 8 source=Assignment of IP (HENC)#page1.tif source=Assignment of IP (HENC)#page2.tif source=Assignment of IP (HENC)#page3.tif source=Assignment of IP (HENC)#page4.tif source=Assignment of IP (HENC)#page5.tif source=Assignment of IP (HENC)#page6.tif source=Assignment of IP (HENC)#page7.tif source=Assignment of IP (HENC)#page8.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment of Intellectual Property") is made this 27th day of June, 2012, by and between Freedom Eastern North Carolina Communications, Inc., a Delaware corporation ("Assignor"), in favor of Halifax Eastern North Carolina, LLC, a Florida limited liability company ("Assignee").

WHEREAS, Assignor is the owner of certain registrations for the Intellectual Property that is identified in Schedule A and has used such intellectual property in connection with the Business, and Assignor owns and has used in its business certain internet domain names as listed in Schedule B (collectively, the "Intellectual Property") and desires to assign all right, title and interest in, to and under the Intellectual Property, together with the goodwill and business symbolized thereby; and

WHEREAS, Assignee desires to obtain all of Assignor's right, title and interest in, to and under the Intellectual Property; and

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of June 1, 2012, by and among Assignor, Florida Freedom Newspapers, Inc., a Florida corporation, The Times -- News Publishing Company, a North Carolina corporation, Freedom Shelby Star, Inc., a Delaware corporation, Gaston Gazette, LLP, a North Carolina limited liability partnership, and Freedom Communications, Inc., a Delaware corporation, and Halifax Media Holdings LLC, a Delaware limited liability company and the ultimate parent of Assignee ("Halifax"), Assignor has agreed to assign all of its right, title and interest in, to and under the Intellectual Property to Halifax, and Halifax has agreed to accept such assignment. Assignee is a subsidiary of Halifax and has agreed to be bound by the Purchase Agreement and the Ancillary Agreements to which Assignee or Halifax is a party on a joint and several basis with Halifax and certain other subsidiaries of Halifax. Capitalized terms used but not defined in this Assignment of Intellectual Property shall have the meanings set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of the Purchase Agreement, Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns all of Assignor's right, title and interest throughout the world in perpetuity in, to and under the Intellectual Property, free of all Encumbrances other than Permitted Encumbrances, whether statutory or at common law, including all registrations and applications therefor, the right to sue and recover for all past, present and future infringements and other violations of the Intellectual Property, and the goodwill associated with such Intellectual Property in the operation of the Business, the same to be held and enjoyed by Assignee to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made. Buyer hereby purchases, acquires and accepts such right, title and interest to and under the Intellectual Property.

This Assignment of Intellectual Property is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions

set forth in the Purchase Agreement. Assignor hereby covenants and agrees to use its commercially reasonable efforts to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Intellectual Property in Assignee. This Assignment of Intellectual Property is made without representation or warranty, except as provided in or pursuant to the Purchase Agreement. Nothing contained in this Assignment of Intellectual Property shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment of Intellectual Property and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

This Assignment of Intellectual Property shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors in interest, and their respective permitted assigns.

Delivery of an executed signature page of this Assignment of Intellectual Property by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Assignment of Intellectual Property. This Assignment of Intellectual Property may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Intellectual Property to be duly executed as of the day and year first above written.

ASSIGNOR:

FREEDOM EASTERN NORTH
CAROLINA COMMUNICATIONS, INC.

By: *Mark A. McEachen*
Name: MARK A. MCEACHEN
Title: SVP and Chief Financial Officer

~~Sworn to before me this
day of _____~~

~~_____
Notary Public~~

*See attached California
Jurat*

ACKNOWLEDGED AND ACCEPTED
as of the day and year first above written.

ASSIGNEE:

HALIFAX EASTERN NORTH CAROLINA, LLC

By: HALIFAX MEDIA HOLDINGS LLC,
a Delaware limited liability company, its Manager

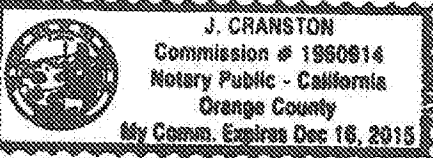
By: *[Signature]*
Name: MICHAEL REDDING
Title: Manager

[Signature Page to Assignment of Intellectual Property-- Halifax Eastern North Carolina]

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me on this 21st
day of June, 2012, by Mark a. McEachen

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature J. Cranston

SCHEDULE A

MARK	OWNER	REG. NO.	STATE/ COUNTRY
GREENBRIER GAZETTE	FREEDOM EASTERN NORTH CAROLINA COMMUNICATIONS, INC.	011771	NORTH CAROLINA
RIVER BENDER	FREEDOM EASTERN NORTH CAROLINA COMMUNICATIONS, INC.	011773	NORTH CAROLINA
THE FAIRFIELD HARBOUR BEACON	FREEDOM EASTERN NORTH CAROLINA COMMUNICATIONS, INC.	011772	NORTH CAROLINA
TRENT WOODS TIMES	FREEDOM EASTERN NORTH CAROLINA COMMUNICATIONS, INC.	011770	NORTH CAROLINA

NAME	OWNER	APP. NO.	REG. NO.
TRENT WOODS TIMES	FREEDOM EASTERN NORTH CAROLINA COMMUNICATIONS, INC.	78/631,776	3,389,838
THE FAIRFIELD HARBOUR BEACON	FREEDOM EASTERN NORTH CAROLINA COMMUNICATIONS, INC.	78/631,543	3,218,845
RIVER BENDER	FREEDOM EASTERN NORTH CAROLINA COMMUNICATIONS, INC.	78/631,774	3,225,812

SCHEDULE B

americantoolandpartyrentals.com*
armstronggrocery.com*
baronandthebeef.com*
bellforkselfstorage.com*
brandywinesoundwaves.com
cityjunction.com
clemmonsauto.com
coastalorthopaedicspine.com*
cookingclasseskinston.com*
davistirekinston.com*
dentistrykriebel.com*
emeraldislebaptistchurch.com*
encauctions.com
encblogs.com
encbrides.com
enccarfinder.com
encclassifieds.com
encdining.com
enchomefinder.com
encjobfinder.com
encliving.com
encmarketplace.com
encmedical.com
encnewsleader.com
encnewspapers.com
enchie.com
encoutdoors.com
encshopper.com
encshows.com
enctoday.com
encworship.com
encyardsales.com
encyellowpages.com
exploreclevelandnc.com
explorerutherfordnc.com
fairfieldharbourbeacon.com
fastaxfamily.com*
flooringjacksonvillenc.com*
forbesmobilehomesupplies.com*

freedomenc.com
freedompnc.com
freepressprep.com
freepresspreps.com
furniturehavelock.com*
golfcommunityhomesnc.com*
greenbriergazette.com
havenews.com
havenews.xxx
highlandtvappliancekinston.com*
insurenwbern.com*
jacksonvilledailynews.com
jacksonvilletoday.net
jaxauto.net*
jdnews.com
jdnews.xxx
jdnewslistenup.com
jdnsports.com
jdnewsvarsity.com
johnsonsmartialarts.com*
joshualovick.com
kinston.com
kinston.xxx
kinstonmedical.com*
kinstonmoms.com
kinstontoday.com
kinstontoday.net
lapetitekinston.com*
lawsonslandingnb.com***
margolismensstore.com*
mattressnewbern.com*
maxmag.com*
medicaljacksonville.com*
mycarolinahomes.com
newbernata.com*
newbernatablackbeltacademy.com*
newbernataamartialarts.com*
newbernherald.com
newbernjewelry.com*
newbernlenders.com*
newbernmatress.com*

[Schedule B to Assignment of Intellectual Property]

newbernmatressoutlet.com*
newbernpawn.com*
newbernsj.com
newbernsj.xxx
newbernsja.com*
newbernsjournal.com
newberntilebath.com*
nightclubjacksonville.com*
pamlicohomebuilders.com
pineknollshoreline.com
pinesperspective.com
riverbendernc.com
scotttileandcarpet.com*
seniorhomecareburlingtonnc.com*
spanewbern.com*
spiderveinsnewbern.com*
stoutfamilyjewelers.com*
sunjournalssports.com
tabernatribune.com
thejonespost.com
thelibertynews.com
thetopsailadvertiser.com
thewindsockcherrypoint.com
thewindsocknews.com
thewindsockonline.com
topsailadvertiser.com
topsailhomesmagazine.com
townpawnewbern.com*
trenttiresandservice.com
trentwoodstimes.com
tysonrealtynewbern.com*
windsockonline.com

[Schedule B to Assignment of Intellectual Property]