

06-18-2001



101719390

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

CANCELLED

CANCELLED  
3-16-01

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
  - Security Agreement  Nunc Pro Tunc Assignment
  - Merger
  - Change of Name
  - Other
- Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

04/06/2001 DEYRNE 00000003 2117782

01 FC:481  
02 FC:482

40.00 OP  
30.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002271 FRAME: 0906

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,117,782"/>	<input type="text" value="2,218,085"/>	<input type="text" value="2,218,086"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

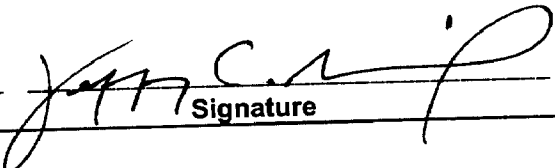
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

Deposit Account Number:

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jeffrey C. Narvil, Esq.  3/16/2001  
 Name of Person Signing Signature Date Signed

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 6, 2001, among EMMERICH DAILIES, INC., a Mississippi corporation ("Emmerich"), J.O. EMMERICH & ASSOCIATES, INC., a Mississippi corporation ("McComb"), COMMONWEALTH PUBLISHING COMPANY, INC., a Mississippi corporation ("Greenwood"), DELTA PRESS PUBLISHING COMPANY, INC., a Mississippi corporation ("Clarksdale"), DESOTO COUNTY TRIBUNE, INC., a Mississippi corporation ("DeSoto"), DELTA-DEMOCRAT PUBLISHING COMPANY, a Mississippi corporation ("Greenville") (McComb, Greenwood, Clarksdale, DeSoto, Greenville and Emmerich are sometimes collectively referred to herein as the "Grantors" and individually as a "Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, Emmerich Newspapers, Inc., a Mississippi corporation, as guarantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantors;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and

under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**EMMERICH DAILIES, INC.**

By: 

Name: John Wyatt Emmerich

Title: President

**J.O. EMMERICH & ASSOCIATES, INC.**

By: 

Name: John Wyatt Emmerich

Title: President

**COMMONWEALTH PUBLISHING COMPANY, INC.**

By: 

Name: John Wyatt Emmerich

Title: President

**DELTA PRESS PUBLISHING COMPANY, INC.**

By: 

Name: John Wyatt Emmerich

Title: President

**DESOTO COUNTY TRIBUNE, INC.**

By: 

Name: John Wyatt Emmerich

Title: President

**DELTA-DEMOCRAT PUBLISHING  
COMPANY**


By: 

Name: John Wyatt Emmerich

Title: President

**ACCEPTED AND ACKNOWLEDGED  
BY:**

**GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Agent**

By: 

Name: Kenneth M. Gacevich

Title: Duly Authorized Signatory

STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3<sup>th</sup> day of March, 2001, within my jurisdiction, the within named John Wyatt Emmerich, who acknowledged that (he)(she) is President of Emmerich Dailies, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Karin K. Blackard  
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 27, 2003  
BONDED THRU STEGALL NOTARY SERVICE



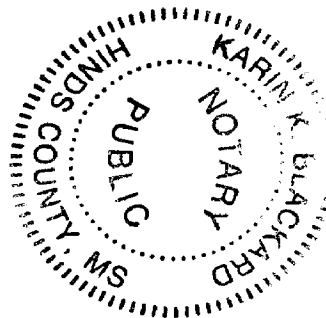
STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3<sup>th</sup> day of March, 2001, within my jurisdiction, the within named John Wyatt Emmerich, who acknowledged that (he)(she) is President of J.C. Emmerich Associates, Inc. a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Karin K. Blackard  
NOTARY PUBLIC

My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 21, 2003  
BONDED THRU STEGALL NOTARY SERVICE





STATE OF MISSISSIPPI

COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 5<sup>th</sup> day of March, 2001, within my jurisdiction, the within named John Wyatt Emmerich, who acknowledged that (he)(she) is President of ~~John Emmerich~~ Emmerich Publishing Company, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Karin K. Blackard  
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 21, 2003  
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI

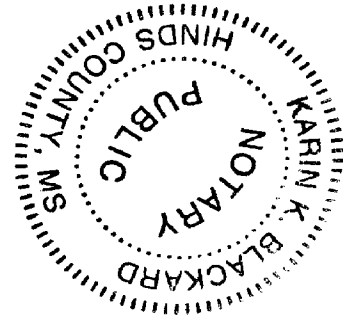
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 3<sup>th</sup> day of March, 2001, within my jurisdiction, the within named John Wyatt Emmerich, who acknowledged that (he)(she) is President of Delta Press Publishing, a Company, Inc. a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Karin K. Blackard  
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 21, 2003  
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI

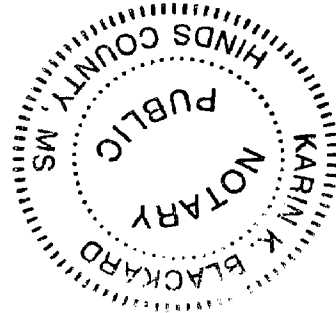
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 5<sup>th</sup> day of March, 2001, within my jurisdiction, the within named John Wyatt Eumeriel, who acknowledged that (he)(she) is President of DeSoto County Tribune, Inc., a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Karin K. Blackard  
NOTARY PUBLIC

My Commission Expires:

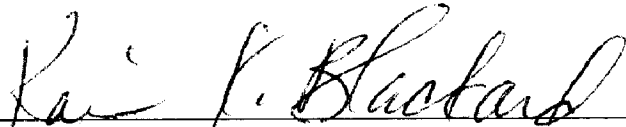
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG 21 2003  
BONDED THRU STEGALL NOTARY SERVICE



STATE OF MISSISSIPPI

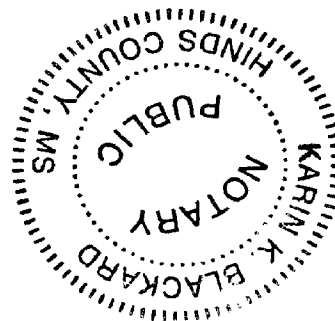
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said county and state, on this 5<sup>th</sup> day of March, 2001, within my jurisdiction, the within named John Wyatt Emmerich, who acknowledged that (he)(she) is President of Delta-Democrat Publishing, a company Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed, (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG. 21, 2003  
BONDED THRU STEGALL NOTARY SERVICE



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

DeSoto County Tribune, Inc.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
The DeSoto County Tribune	2,117,782	December 2, 1997
Tupelo Home Market Magazine	2,218,085	January 19, 1999
Northwest Mississippi Home Market Magazine	2,218,086	January 19, 1999

**TRADEMARK APPLICATIONS**

None

**TRADEMARK LICENSES**

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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None

PaulHastings

Paul, Hastings, Janofsky & Walker LLP

600 Peachtree Street, NE, Ste. 2400, Atlanta, GA 30308-2222

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Costa Mesa / London / Los Angeles / New York / San Francisco / Stamford / Tokyo / Washington, D.C.

(404) 815-2178  
trinhhuynh@paulhastings.com

June 14, 2001

17317.00207

VIA OVERNIGHT DELIVERY

Mr. Antione Royall  
Examiner  
US Patent and Trademark Office  
Assignment Division  
Box Assignments  
CG-4  
1213 Jefferson Davis Hwy  
Suite 320  
Washington, D.C. 20231

Re: Recordation of Trademarks

Dear Mr. Royall:

Per our correspondence today, I am resubmitting our Trademark Recordation application for recordation with the Patent and Trademark Office. Please note that the initial application fee in the amount of ninety dollars (\$90.00) was sufficient to cover the assignments as originally submitted on March 16, 2001. As discussed, please maintain our original date of filing of this assignment document.

If you have any questions regarding this filing, please do not hesitate to contact me.

Very truly yours,



Trinh H. Huynh  
Paralegal

Enclosures

cc: Jeffrey C. Narvil, Esq. (w/o encls.)

LAW OFFICES OF  
**PAUL, HASTINGS, JANOFSKY & WALKER LLP**

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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TELEPHONE (03) 3586-4711

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WASHINGTON, D.C. 20004-2400  
TELEPHONE (202) 508-9500

March 16, 2001

WRITER'S DIRECT ACCESS

(404) 815-2178  
[trinhhuynh@paulhastings.com](mailto:trinhhuynh@paulhastings.com)

OUR FILE NO.

17317.00207

**VIA EXPRESS MAIL**

Commissioner of Patents and Trademarks  
BOX ASSIGNMENTS  
Washington, D.C. 20231

Re: Recordation of Trademark Documents

Dear Sir or Madam:

For the recordation of grants of security interest in various United States trademark registrations, enclosed please find the following documents:

Grant of Security Interest in Trademarks from DeSoto County Tribune, Inc. to General Electric Capital Corporation, as Agent and Lender:

- a. Trademark Recordation Form Cover Sheet;
- b. Trademark Security Agreement; and
- c. A check in the amount of \$90.00 for the applicable filing fee.

Please record the Trademark Security Agreement and amend your records to reflect such grants of security interest.

We request that you charge any deficiencies, or credit any overpayments, to Paul, Hastings, Janofsky & Walker LLP's Deposit Account Number 16-0752.

If you have any questions regarding this filing, please do not hesitate to contact me.

Respectfully submitted,

A handwritten signature in cursive script that reads "Trinh H. Huynh".

Trinh H. Huynh  
Paralegal

Enclosures

cc: Jeffrey C. Narvil, Esq. (w/o encls.)



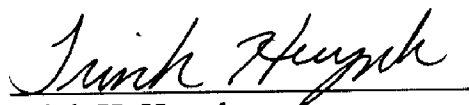
**CERTIFICATE OF EXPRESS MAILING**

“Express Mail” mailing label number: EL337056730US

Date of Deposit: March 16, 2001

I hereby certify that the attached Trademark Recordation Form Cover Sheet, Trademark Security Agreement and transmittal letter are being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service under 37 C.F.R. 1.10 on the date indicated above and is addressed to the U.S. Patent & Trademark Office, Assignment Division, Box Assignments, CG-4, 1213 Jefferson Davis Hwy., Suite 320, Washington, DC 20231.

Respectfully submitted,



Trinh H. Huynh

Paralegal

PAUL, HASTINGS, JANOFSKY & WALKER, LLP

600 Peachtree Street, N.E., Suite 2400

Atlanta, Georgia 30308

(404) 815-2178