

06-10-2002

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORD

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DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Blethen Maine Newspapers, Inc.

6-3-02

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution date: May 2, 2002

2. Name and address of receiving party(ies):

Name: Citicorp USA, Inc.

Internal

Address:

Street Address: 2 Penns Way, Suite 200

City: New Castle State: Delaware Zip: 19720

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership

Corporation-State Delaware  
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached:  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2104433; 2328338; 2249561; 2093872; 2319434; 2106736

(Schedule I)

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elaine Stangland

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41): ..... \$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0800

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Phyllis Eremitaggio

Name of Person Signing

*Phyllis Eremitaggio*

Signature

June 3, 2002

Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

06/07/2002 TBIAZ1 0000148 230800 214433

01 FC:481 40.00 CH  
02 FC:482 125.00 CH

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TRADEMARK

REEL: 002520 FRAME: 0801

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

**Blethen Maine Newspapers, Inc.**

**A. REGISTERED TRADEMARKS**

1. The following trademarks registered with the U.S. Patent and Trademark Office:

<b>Registered Trademarks</b>			
<b>Trademark</b>	<b>Registered</b>	<b>No. and Date</b>	<b>Owner</b>
CASCO BAY ONLINE	U.S.	2104433 10/07/97	Blethen Maine Newspapers, Inc.
DESIGN OF HAND ON MOUSE	U.S.	2328338 03/14/00	Blethen Maine Newspapers, Inc.
DESTINATION: MAINE	U.S.	2249561 06/01/99	Blethen Maine Newspapers, Inc.
HEALTH RESOURCES GUIDE	U.S.	2093872 09/02/97	Blethen Maine Newspapers, Inc.
MAINE TODAY	U.S.	2319434 02/15/00	Blethen Maine Newspapers, Inc.
VACATION LAND GUIDE	U.S.	2106736 10/21/97	Blethen Maine Newspapers, Inc.

2. The following trademarks registered with the Department of the Secretary of State of the State of Maine:

<b>Registered Trademarks</b>			
<b>Trademark</b>	<b>Registered</b>	<b>No. and Date</b>	<b>Owner</b>
CASCO BAY ONLINE	Maine	19970021 07/22/96	Blethen Maine Newspapers, Inc.
DESTINATION: MAINE	Maine	19980273 03/24/98	Blethen Maine Newspapers, Inc.
EVENING EXPRESS	Maine	19910123 12/12/00	Blethen Maine Newspapers, Inc.
EVERYBODY'S INTERNET	Maine	19980118 10/08/97	Blethen Maine Newspapers, Inc.

Registered Trademarks			
Trademark	Registered	No. and Date	Owner
GO PHONICS	Maine	19980207 01/26/98	Blethen Maine Newspapers, Inc.
JOB MARKETPLACE	Maine	19990328 04/05/99	Blethen Maine Newspapers, Inc.
KENNEBEC JOURNAL	Maine	20020134M 01/08/02	Blethen Maine Newspapers, Inc.
KENNEBEC JOURNAL SUNDAY	Maine	19960011 07/17/95	Blethen Maine Newspapers, Inc.
MAINE COMMUNITIES ONLINE	Maine	19990009 07/09/98	Blethen Maine Newspapers, Inc.
MAINE SUNDAY TELEGRAM	Maine	19920176M 02/20/92	Blethen Maine Newspapers, Inc.
MAINE TODAY	Maine	19980274 03/24/98	Blethen Maine Newspapers, Inc.
MAINE'S INSTANT INFOLINE	Maine	19980117 10/08/97	Blethen Maine Newspapers, Inc.
PHONEME	Maine	19970399 03/13/97	Blethen Maine Newspapers, Inc.
PORTLAND PRESS HERALD	Maine	19920177M 02/20/92	Blethen Maine Newspapers, Inc.
SENIORITY	Maine	19980208 01/26/98	Blethen Maine Newspapers, Inc.
SUNDAY SENTINEL	Maine	19960012 07/17/95	Blethen Maine Newspapers, Inc.
WHAT'S HAPPENING	Maine	19980116 10/08/97	Blethen Maine Newspapers, Inc.
WHEELS	Maine	19980209 01/26/98	Blethen Maine Newspapers, Inc.
YOUR NEIGHBORS	Maine	20020164M 02/11/02	Blethen Maine Newspapers, Inc.

3. The following trademark registered with the Secretary of State of the State of Indiana:

Radio Hollywood, No. 50103864, Reg. Date 6/25/96.

**B. TRADEMARK APPLICATIONS**

None.

**C. TRADEMARK LICENSES**

Not Applicable

**TRADEMARK SECURITY AGREEMENT**, dated as of May 2, 2002 by Blethen Maine Newspapers, Inc., a Washington corporation (the "*Grantor*"), in favor of Citicorp USA, Inc. ("*Citicorp*"), as agent for the Secured Parties (as defined in the Amended and Restated Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Agreement, dated as of May 2, 2002 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Amended and Restated Agreement*"), among the Seattle Times Company, a Delaware corporation (the "*Borrower*"), the Lender Parties party thereto, Bank of America, N.A. and The Bank of New York, as co-syndication agents, Fleet National Bank, as documentation agent, and Citicorp, as agent for the Lender Parties, the Lender Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Guaranty pursuant to which its has guaranteed the Obligations; and

WHEREAS, the Grantor is a party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender Parties and the Administrative Agent to enter into the Amended and Restated Agreement and to induce the Lender Parties to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

**Section 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Amended and Restated Agreement or in the Security Agreement and used herein have the meaning given to them in the Amended and Restated Agreement or the Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (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 each Trademark License; and
- (d) all Proceeds of the foregoing, including any claim by the Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark

licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

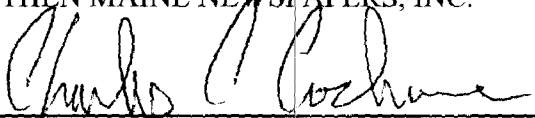
**Section 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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, the 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.

Very truly yours,

BLETHEN MAINE NEWSPAPERS, INC.

By 

Name: Charles C. Cochrane  
Title: Chief Executive Officer

Accepted and Agreed:

CITICORP USA, INC., as Administrative Agent

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, the 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.


Very truly yours,

BLETHEN MAINE NEWSPAPERS, INC.

By \_\_\_\_\_  
Name: Charles C. Cochrane  
Title: Chief Executive Officer

Accepted and Agreed:

CITICORP USA, INC., as Administrative Agent

By:  \_\_\_\_\_  
Name: Robert H. Chen  
Title: VICE PRESIDENT



ACKNOWLEDGEMENT OF GRANTOR

STATE OF MAINE                    )  
  ) ss.  
COUNTY OF CUMBERLAND        )

On this 2 day of May, 2002 before me personally appeared Charles C. Cochrane, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Blethen Maine Newspapers, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

  
\_\_\_\_\_  
Notary Public

**Cherie J. Gunn, Notary Public**  
**State of Maine**  
**My Commission Expires 2/11/2004**

**WEIL, GOTSHAL & MANGES LLP**

767 FIFTH AVENUE · NEW YORK, NY 10153-0119

(212) 310-8000

FAX: (212) 310-8007

DALLAS  
HOUSTON  
MENLO PARK  
(SILICON VALLEY)  
MIAMI  
WASHINGTON, D. C.

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FRANKFURT  
LONDON  
PRAGUE  
WARSAW

(212)735-4853  
WRITER'S DIRECT LINE

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Commissioner of Patents & Trademarks  
Washington, D.C. 20231

**BOX: ASSIGNMENTS**

TRADEMARK ASSIGNMENT

The enclosed Trademark Security Agreement conveying interest of the referenced trademark applications from Blethen Maine Newspapers, Inc. to Citicorp USA, Inc., dated May 2, 2002 is submitted for recordation.

Please charge the total fee of \$165.00 for six (6) properties and any additional fees to **Deposit Account No. 23-0800**.

It is requested that the enclosed self-addressed and stamped post card be marked "Received" and returned to the undersigned.

Respectfully submitted,  
WEIL, GOTSHAL & MANGES LLP

Date: June 3, 2002

By:

  
Phyllis Eremitaggio  
Trademark Specialist

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**RECORDED: 06/03/2002**

**TRADEMARK  
REEL: 002520 FRAME: 0810**