

01-24-2003



102346557

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): 1-22-03  
 Hollinger International Inc.

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

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

2. Name and Address of receiving party(ies)  
 Name: Wachovia Bank, N.A.  
 Internal  
 Address: One Wachovia Center  
 Street Address: 301 South College Street  
 City: Charlotte State: NC Zip: 28288

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State: \_\_\_\_\_  
 Other National Association

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: December 23, 2002

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)  
75/632,168      75/174,624

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)  
See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Intellectual Property Docketing  
 Internal Address: SHEARMAN & STERLING  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: 599 Lexington Avenue  
 \_\_\_\_\_  
 \_\_\_\_\_  
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41)..... \$ 465.00  
 Enclosed  
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:  
50-0324

(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.*

Warren L. Nachlis                      [Signature]                      January 15, 2003  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 15

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

01/23/2003 TDIAZ1 00000201 75632168

01 FC:0521 40.00 OP  
02 FC:0522 425.00 OP

NYDOCS04/364447.1

TRADEMARK REEL: 002656 FRAME: 0930

# Continuation of Trademark Recordation Form Cover Sheet

## Continuation of Box 1:

2. Name of conveying party(ies):

Digital Chicago Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership

3. Name of conveying party(ies):

Chicago Sun-Times, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership

4. Name of conveying party(ies):

Midwest Suburban Publishing, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership

5. Name of conveying party(ies):

Pioneer Newspapers Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership

6. Name of conveying party(ies):

Chicago Sun-Times Features, Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership

7. Name of conveying party(ies):

Toronto Dominion (Texas), Inc.

- Individual(s)                       Association  
 General Partnership               Limited Partnership

## Continuation of Box 4:

### Registration Numbers

831,085	2,271,219	979,443	2,284,093	261,511	261,513
1,521,762	2,149,847	2,200,687	2,261,700	261,512	261,333
2,398,173	966,535	1,789,918	1,311,035		

**NO ADDITIONAL PAGES**

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 23, 2002 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Wachovia Bank, N.A. as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Hollinger International Publishing Inc., a Delaware corporation, and certain of its affiliates entered into a Fifth Amended and Restated Credit Agreement, dated as of December 23, 2002, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Administrative Agent, Wachovia Securities, Inc., as sole lead arranger and book runner, Toronto Dominion (Texas), Inc., as Syndication Agent and General Electric Capital Corporation, as Documentation and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the extensions of credit by the Administrative Agent, the other Lenders and the other Secured Parties under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Company Security Agreement dated December 23, 2002 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

**SECTION 1. Grant of Security.** Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

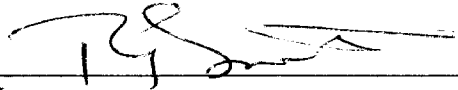
(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

SECTION 6. Assignment of Security. Toronto Dominion (Texas), Inc., as administrative agent under the Existing Credit Agreement (as defined in the Security Agreement), hereby transfers and assigns to the Administrative Agent for the benefit of itself and the other Lenders and Secured Parties all of its security interests and other rights in and to the Collateral.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

HOLLINGER INTERNATIONAL INC.

By 

Name:

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DIGITAL CHICAGO INC.

By 

Name:

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHICAGO SUN-TIMES, INC.

By 


Name:

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MIDWEST SUBURBAN PUBLISHING,  
INC.

By   
Name:  
Title:

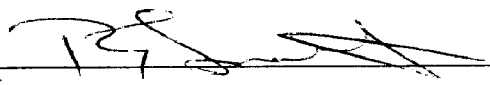
Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PIONEER NEWSPAPERS INC.

By   
Name:  
Title:


Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHICAGO SUN-TIMES FEATURES, INC.

By   
Name:  
Title:

Address for Notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TORONTO DOMINION (TEXAS), INC.

By   
Name: \_\_\_\_\_  
Title: **NEVA NESBITT**  
**VICE PRESIDENT**

Address for Notices:

909 FANNIN ST., STE 1700  
HOUSTON TEXAS 77010  
FAX # 951 9921 (713)

**SCHEDULE A**

**PATENTS**

None.



**SCHEDULE B****TRADEMARKS**

<b>TRADEMARK NAME</b>	<b>REGISTRATION NUMBER</b>	<b>TYPE</b>	<b>EXPIRATION DATE</b>	<b>ENTITY OWNER</b>
To Your Good Health	831,085	US	2007	Chicago Sun-Times, Inc.
All That Zazz	1,521,762	US	2009	Chicago Sun-Times, Inc.
Between the Lines	80,597	IL	2007	Chicago Sun-Times, Inc.
Chicago Daily News	084817	IL	2005	Chicago Sun-Times, Inc.
Chicago Sun-Times	1442078	IL	2007	Chicago Sun-Times, Inc.
Digital Chicago	2,398,173	US	2020	Digital Chicago Inc.
Digital Chicago	084855	IL	2005	Digital Chicago Inc.
Elite	085171	IL	2005	Midwest Suburban Publishing, Inc.
H Logo	75/174,624	US	2006	Hollinger Intl.
Hollinger Digital	2,271,219	US	2009	Hollinger Intl.
Hollinger International	2149847	US	2006	Hollinger Intl.
Hollinger International	2107696	UK & IRL	2006	Hollinger Intl.
Quick Takes	084603	IL	2005	Chicago Sun-Times, Inc.
Red Streak	pending	IL		Chicago Sun-Times, Inc.
Sun-Times	966535	US	2003	Chicago Sun-Times, Inc.
T.V. Prevue	979443	US	2004	Chicago Sun-Times, Inc.
The Smart Shopper	048969	IL	2005	Chicago Sun-Times, Inc.
Between the lines	2,200,687	US		Chicago Sun-Times, Inc.
Zipnet	1,789,918	US		Chicago Sun-Times, Inc.
City Scene	79,687	IL		Chicago Sun-Times, Inc.
Beat the Champions	50,512	IL		Chicago Sun-Times, Inc.

Hollinger Digital	2,107,801	UK	Hollinger International Inc.
Hollinger	TMA 564,852	CA	Chicago Sun-Times, Inc.
Digital New York	75/632,168	US	Digital Chicago, Inc.
Antioch Review	2,284,093	US	Pioneer Newspapers Inc.
Senior Class	2,261,700	US	Pioneer Newspapers Inc.
North Shore and design	1,311,035	US	Pioneer Newspapers Inc.
The Evanston Review stylized letters	261,511	US	Pioneer Newspapers Inc.
Wilmette Life stylized letters	261,512	US	Pioneer Newspapers Inc.
Winnetka Talk	261,513	US	Pioneer Newspapers Inc.
Glencoe News	261,333	US	Pioneer Newspapers Inc.

**SCHEDULE C****COPYRIGHTS**

<b>Name</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
Ask pling anything	VA628098	September 13, 1993	Chicago Sun-Times Features, Inc.
Ask pling anything	VA628097	September 14, 1993	Chicago Sun-Times Features, Inc.
Ask pling anything	VA628096	September 14, 1993	Chicago Sun-Times Features, Inc.
Ask Pling Anything	VA628095	September 14, 1993	Chicago Sun-Times Features, Inc.
Chicago Sun-Times Metro Chicago Almanac: fascinating facts and offbeat offerings about the Windy City/ Don Hayner and Tom McNamee	TX3653506	July 14, 1993	Chicago Sun-Times Features, Inc.
Chicago Sun-Times Metro Chicago Almanac: fascinating facts and offbeat offerings about the Windy City/ Don Hayner and Tom McNamee	TX3230719	January 21, 1992	Chicago Sun-Times Inc. and Bonus Books, Inc.
Chicago Sun-Times			Chicago Sun-Times, Inc. (assigned from Newscorp Services, B.V.)
CAWTS-CAWT table construction utility	TX1117677	April 18, 1983	Chicago Sun-Times, Inc. (assigned from Newscorp Services, B.V.)