

**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
Eagle-Tribune Publishing Company		07/15/2005	CORPORATION: MASSACHUSETTS

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A. as Administrative Agent
Street Address:	100 Federal Street
Internal Address:	Mail Stop MA-5-100-09-08
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	INC. ASSOCIATION:

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Serial Number:	78265076	LAWRENCE-EAGLE TRIBUNE
Registration Number:	1120505	FUNDAY SUNNIES
Registration Number:	1122360	SUNDAY EAGLE TRIBUNE
Registration Number:	1671743	THE EAGLE-TRIBUNE
Registration Number:	2344440	BREAKTIME

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617.239.0760  
 Email: rblack@palmerdodge.com  
 Correspondent Name: S. Ryan Black  
 Address Line 1: Palmer & Dodge, 111 Huntington Ave  
 Address Line 4: Boston, MASSACHUSETTS 02199

CH \$140.00 78265076

NAME OF SUBMITTER:	S. Ryan Black, Paralegal
Signature:	/S Ryan Black/
Date:	07/20/2005
Total Attachments: 6 source=tradem~1#page1.tif source=tradem~1#page2.tif source=tradem~1#page3.tif source=tradem~1#page4.tif source=tradem~1#page5.tif source=tradem~1#page6.tif	

**SECURITY AGREEMENT (TRADEMARKS)**

**WHEREAS**, Eagle-Tribune Publishing Company, a Massachusetts corporation ("Eagle-Tribune"), Andover Publishing Company, a Massachusetts corporation ("Andover Publishing"), and the undersigned Subsidiaries of Eagle-Tribune and Andover Publishing (collectively with Eagle-Tribune and Andover Publishing, the "Pledgors"), each having an address at 100 Turnpike Street, North Andover, Massachusetts 01845 are the respective owners and users, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

**WHEREAS**, each Pledgor is either a borrower or guarantor under the terms of a certain Credit Agreement, dated as of July 15, 2005 (as amended from time to time, the "Credit Agreement") among the Pledgors, the Lenders from time to time party thereto (the "Lenders") and Bank of America, N.A. as administrative agent for the Lenders (the "Administrative Agent"), in connection with which the Pledgors have entered into that certain Security Agreement, dated as of July 15, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent;

**WHEREAS**, pursuant to the Security Agreement, the Pledgors have granted to the Administrative Agent for the benefit of the Lenders a security interest in, among other things, the Trademarks;

**WHEREAS**, the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Credit Agreement in connection with all of each Pledgor's right, title and interest in the Trademarks;

**NOW**, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgors hereby agree as follows:

The Pledgors hereby reconfirm the terms of the Credit Agreement and the Security Agreement. The Pledgors further hereby pledge and mortgage to the Administrative Agent for the benefit of the Lenders, and grant to the Administrative Agent for the benefit of the Lenders a security interest in, all of the Pledgors' right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgors pursuant hereto secures the payment of all Secured Obligations (as defined in the Security Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgors authorize and request that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement (Trademarks).

This Security Agreement (Trademarks) has been entered into in connection with the Credit Agreement and the Security Agreement, and the Pledgors and the Lender hereby acknowledge and agree

that the pledge, mortgage and grant of security interest hereunder to the Lender, and the rights and remedies of the Lender with respect to the Trademark Collateral, are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement (Trademarks) shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.


This Security Agreement (Trademarks) may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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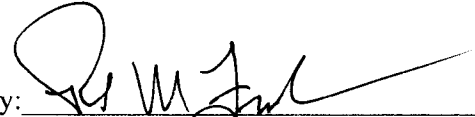
IN WITNESS WHEREOF, each of the Pledgors and the Administrative Agent has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of this 15 day of July, 2005.

PLEDGORS:


EAGLE-TRIBUNE PUBLISHING COMPANY

By:   
Name: Richard M. Franks  
Title: President

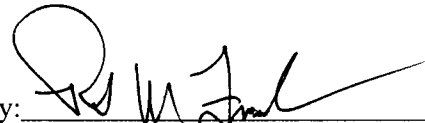
ANDOVER PUBLISHING COMPANY

By:   
Name: Richard M. Franks  
Title: President


DERRY PUBLISHING CO., INC.

By:   
Name: Irving E. Rogers III  
Title: President

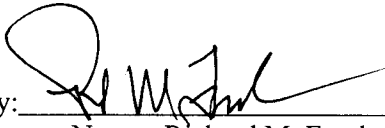
ETP VENTURES, INC.

By:   
Name: Richard M. Franks  
Title: President

LAWRENCE EAGLE TRIBUNE REALTY TRUST

By:   
Name: Irving E. Rogers III  
Title: President

EAGLE-TRIBUNE ESSEX CORPORATION

By:   
Name: Richard M. Franks  
Title: President

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative  
Agent for the Secured Parties

By: \_\_\_\_\_  
Name: Christopher C. Holmgren  
Title: Managing Director

EAGLE-TRIBUNE ESSEX CORPORATION

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

Name:

Title:

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative  
Agent for the Secured Parties

By: Christopher C. Holmgren

Name: Christopher C. Holmgren

Title: Managing Director

SCHEDULE A  
TO  
SECURITY AGREEMENT (TRADEMARKS)

REGISTERED TRADEMARKS

Trademark	Registration Number	Country
FUNDAY SUNNIES	1120505	USA
SUNDAY EAGLE TRIBUNE	1122360	USA
THE EAGLE-TRIBUNE	1671743	USA
BREAKTIME (stylized)	2344440	USA

PENDING TRADEMARKS

Trademark	Serial Number	Country
LAWRENCE-EAGLE TRIBUNE	78/265,076	USA