

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Capitol Hill Publishing Corporation		04/19/2006	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	National City Bank		
Street Address:	One South Broad Street, 14th Floor		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19107		
Entity Type:	United States National Banking Association:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2617269	THE HILL	
CORRESPONDENCE DATA			
Fax Number:	(212)894-5663		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-940-8663		
Email:	nytrademark@kattenlaw.com		
Correspondent Name:	Simon Bock		
Address Line 1:	575 Madison Avenue		
Address Line 4:	New York, NEW YORK 10022-2585		
ATTORNEY DOCKET NUMBER:	330591-00003		
NAME OF SUBMITTER:	Simon Bock		
Signature:	/sb/		
Date:	04/21/2006		

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TRADEMARK  
REEL: 003294 FRAME: 0192

Total Attachments: 3

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**EXECUTION COPY**

GRANT OF SECURITY INTEREST

WHEREAS, CAPITOL HILL PUBLISHING CORPORATION, a New York corporation (herein referred to as "Debtor"), owns all right, title and interest in and to the trademarks listed on the annexed Schedule A (the "Trademarks");

WHEREAS, Debtor is a subsidiary of NEWS COMMUNICATIONS, INC., ("NCI") a party to that certain Credit Agreement dated April 19, 2006, by and between NCI, as a Borrower, NATIONAL CITY BANK ("National City"), as the Issuing Bank, a Lender and the Agent, and the other Lenders referred to therein (as may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to a Security Agreement dated April 19, 2006 by and among Debtor, as a Grantor, the other Grantors referred to therein, and National City, as the Agent (in such capacity, the "Agent") (as may be amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), Debtor has granted to the Agent, for the benefit of the Secured Parties (as that term is defined in the Credit Agreement), a security interest in, among other things, all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as that term is defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to the Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

*Signature Page Follows*

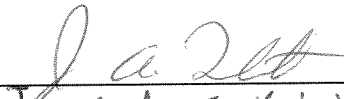
**SCHEDULE A**

**Trademarks**

Trademark Registration Number	Mark	Registration Date
2,617,269	THE HILL	9/10/2002

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 19<sup>th</sup> day of April, 2006.

CAPITOL HILL PUBLISHING  
CORPORATION

By:   
Name: James A. Finkelstein  
Title: President, CEO

*[Signature Page to Trademark Collateral Agreement]*