

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Times Communications Co.		05/30/2006	CORPORATION: WASHINGTON
Blethen Maine Newspapers, Inc.		05/30/2006	CORPORATION:
Issaquah Press, Inc.		05/30/2006	CORPORATION:
Rotary Offset Press, Inc.		05/30/2006	CORPORATION:
Walla Walla Union-Bulletin, Inc.		05/30/2006	CORPORATION:
Yakima Herald-Republic, Inc.		05/30/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	The Bank of New York as Administrative Agent
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Banking Corporation:

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2104433	CASCO BAY ONLINE
Registration Number:	2328338	
Registration Number:	2249561	"DESTINATION: MAINE"
Registration Number:	3021888	MAINE LIFE
Registration Number:	2319434	MAINE TODAY
Registration Number:	2106736	VACATION LAND GUIDE
Serial Number:	78705850	IHERALD

CORRESPONDENCE DATA

Fax Number: (202)728-0744

CH \$190.00 2104433

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	06/07/2006

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 30, 2006 by each of the entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10* of the Security Agreement referred to below (each a “Grantor” and, collectively, the “Grantors”), in favor of The Bank of New York, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 30, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Seattle Times Company, a Delaware corporation (the “Borrower”), the Lender Parties party thereto, General Electric Capital Corporation, as syndication agent, Northern Trust Company and National City Bank, as co-documentation agents, and The Bank of New York, as Issuing Bank, Swing Line Bank and Administrative 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 Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the “Security Agreement”) pursuant to which the Grantors are 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 Credit Agreement and to induce the Lender Parties to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. **Grant of Security Interest in Trademark Collateral.** Each 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 such 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 such 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 Grantor against third parties for past, present or 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.

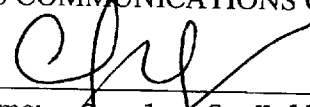
SECTION 3. **Security Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

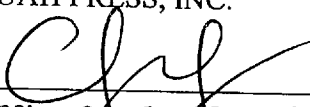
TIMES COMMUNICATIONS CO.

By: 
Name: Carolyn S. Kelly
Title: President

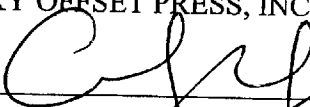
BLETHEN MAINE NEWSPAPERS, INC.

By: _____
Name:
Title:

ISSAQUAH PRESS, INC.

By: 
Name: Carolyn S. Kelly
Title: President

ROTARY OFFSET PRESS, INC.

By: 
Name: Carolyn S. Kelly
Title: President

WALLA WALLA UNION-BULLETIN,
INC.

By: _____
Name:
Title:

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

Very truly yours,

TIMES COMMUNICATIONS CO.

By: _____

Name:

Title:

BLETHEN MAINE NEWSPAPERS, INC.

By: Charles C. Cochrane

Name: Charles C. Cochrane

Title: Chief Executive Officer

ISSAQUAH PRESS, INC.

By: _____

Name:

Title:

ROTARY OFFSET PRESS, INC.

By: _____

Name:

Title:

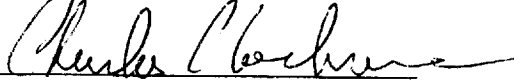
WALLA WALLA UNION-BULLETIN,
INC.

By: Charles C. Cochrane

Name: Charles C. Cochrane

Title: President

YAKIMA HERALD-REPUBLIC, INC.

By: 

Name: Charles C. Cochrane
Title: President

Accepted and Agreed:

THE BANK OF NEW YORK, as Administrative Agent

By: _____

Name:

Title:

YAKIMA HERALD-REPUBLIC, INC.

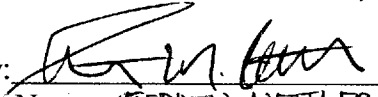
By: _____

Name:

Title:

Accepted and Agreed:

THE BANK OF NEW YORK, as Administrative Agent

By: 
Name: STEPHEN NETTLER
Title: MANAGING DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Registered Trademarks			
Trademark	Registered	No. and Date	Owner
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.
MAINE LIFE	U.S.	3021888 11/29/05	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.
IHERALD (pending intent-to-use application)	U.S.	Ser. No. 78/705850 Appl. date: 09/02/05	Blethen Maine Newspapers, Inc.

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:

Registered Trademarks			
Trademark	Registered	No. and Date	Owner
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:

Registered Trademarks			
Trademark	Registered	No. and Date	Owner
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.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Yakima Herald Republic, Inc.

A. TRADEMARK REGISTRATIONS.

The following trademarks registered with the Secretary of State of the State of Washington:

Life Times (and design), No. 27682, Reg. Date 2/8/99
Voices of the Valley (and design) No. 27683, Reg. Date 2/8/99

B. TRADEMARK APPLICATIONS

None.

C. TRADEMARK LICENSES

Not applicable.