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
Brownwood Newspapers, Inc.		06/29/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	200 Bay Street, 12th Floor, Royal Bank Plaza, South Tower
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5J 2W7
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2612145	BROWNWOOD BULLETIN

CH $40.00 2612145

CORRESPONDENCE DATA

Fax Number: (202)663-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-663-8000
Email: va-logocops@pillsburywinthrop.com
Correspondent Name: Patrick J. Jennings
Address Line 1: 2300 N Street, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:	73514/000001

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:

Address Line 4:	
NAME OF SUBMITTER:	Patrick J. Jennings
Signature:	/Pat Jennings/
Date:	06/29/2007

Total Attachments: 9
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, (this "**Trademark Security Agreement**") dated as of June 29, 2007, by and among ALICE NEWSPAPERS, INC., a Texas corporation, located at 405 E. Main St., Alice, TX 78332; BROWNWOOD NEWSPAPERS, INC., a Texas corporation, located at 700 Carnegie, Brownwood, TX 76801; ERATH PUBLISHERS, INC., a Texas corporation, located at 590 South Loop, Stephenville, TX 76401; MIAMI NEWSPAPERS, INC., a Oklahoma corporation, located at 14 First Avenue, Miami, OK 74354; WAXAHACHIE NEWSPAPERS, INC., a Texas corporation, located 200 W Marvin., Waxahachie, TX 75165; THUNDER MEDIA, INC., a Delaware corporation, located at 1420 W. Mockingbird Lane, Suite 100, Dallas, TX 75247; and VALLEY NEWSPAPERS HOLDINGS, LP, a Texas corporation, located at 1811 N. 3rd Street, McAllen, TX 78501 (individually, a "**Pledgor**", and, collectively, the "**Pledgors**"), in favor of ROYAL BANK OF CANADA, a bank organized in Canada, located at 200 Bay Street, 12th Floor, Royal Bank Plaza, South Tower, Toronto, Ontario M5J 2W7, in its capacity as collateral agent (together with its successors in such capacity, the "**Collateral Agent**") pursuant to the Credit Agreement (such term and each other capitalized term used but not defined herein having the meaning given to it in the Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, the Pledgors, among others, are party to a Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the applicable Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants, as collateral security for the payment and performance in full of all such Pledgor's Secured Obligations, to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor, wherever located, and whether now existing or hereafter existing or acquired from time to time:

(a) all trademarks, service marks, slogans, logos, collective marks, certification marks, trade dress, uniform resource locators (URL's), domain names, corporate names, trade names, fictitious business names, logos, and other source or business identifiers, designs and general intangibles of a like nature, of such Pledgor, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing and all common-law rights related thereto, and all common law rights corresponding thereto throughout the world including but not limited to registrations and applications for any of the foregoing listed in Schedule I attached hereto, together with any and all (i) goodwill symbolized by the foregoing, (ii) rights and privileges arising under applicable law with respect to such Pledgor's use of any of the foregoing, (iii) extensions and renewals of the foregoing, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including without limitation licenses, royalties, income, and damages, claims and payments for

past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof or for any injury to goodwill, in each case other than any trademark applications filed in the United States Patent and Trademark Office on the basis of such Pledgor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), whereupon such trademark application will be deemed automatically included in the Collateral, to the extent that granting the Security Interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application;

(b) all goodwill associated with such Trademarks;

(c) all Intellectual Property Licenses of such Pledgor relating to Trademarks; and

(d) to the extent not covered by the foregoing, all proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing.

SECTION 2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 3. Termination. Upon the payment in full of the Secured Obligations, the expiration or sooner termination of the Commitments of the Lenders to make any Loan under the Credit Agreement and the termination of the Security Agreement, the Collateral Agent shall, upon the request and at the sole cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Collateral Agent except as to the fact that the Collateral Agent have not encumbered the released assets, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such of the Trademarks under this Trademark Security Agreement or any part thereof to be released (in the case of a release) as may be in possession of the Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Trademark, proper documents and instruments (including UCC-3 termination financing statements or releases) acknowledging the termination hereof or the release of such Trademarks, as the case may be.

SECTION 4. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

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hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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IN WITNESS WHEREOF, each Pledgor 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

ALICE NEWSPAPERS, INC.

By: _____
Jeremy L. Halbreich
President

BROWNWOOD NEWSPAPERS, INC.

By: _____
Jeremy L. Halbreich
President

ERATH PUBLISHERS, INC.

By: _____
Jeremy L. Halbreich
President

MIAMI NEWSPAPERS, INC.

By: _____
Jeremy L. Halbreich
President

WAXAHACHIE NEWSPAPERS, INC.

By: _____
Jeremy L. Halbreich
President

THUNDER MEDIA, INC.

By: _____
Jeremy L. Halbreich
President

VALLEY NEWSPAPERS HOLDINGS, LP

By: _____
Jeremy L. Halbreich
President

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____
Name:
Title:

WAXAHACHIE NEWSPAPERS, INC.

By: _____
Name:
Title:

THUNDER MEDIA, INC.

By: _____
Name:
Title:

VALLEY NEWSPAPERS HOLDINGS, LP

By: _____
Name:
Title:

Accepted and Agreed:

ROYAL BANK OF CANADA,
as Collateral Agent

By: _____
Name: Ann Hurley
Title: Manager, Agency

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

A. OWNER OF RECORD: Alice Newspapers, Inc.

Trademark Name	Registration/Serial No.	Registration Date	Filing Date
Alice Echo-News Journal (formerly Alice Echo-News)	Common Law Trademark		
Alice Echo-News	1,613,783 – Federal	September 18, 1990	June 30, 1989
Alice Echo-News	6022117 – State (TX)	March 20, 2001	-------
The Alice Journal	Common Law Trademark		
The Freer Press	800080060 – State (TX)	July 25, 2002	
The Kingsville Journal	Common Law Trademark		
The Premont Journal	Common Law Trademark		
Nosotros	800114123 – State (TX)	August 1, 2002	
Orange Grove Journal	Common Law Trademark		

B. OWNER OF RECORD: Brownwood Newspapers, Inc.

Trademark Name	Registration/Serial No.	Registration Date	Filing Date
Brownwood Bulletin	2,612,145 – Federal	August 27, 2002	
Brownwood Bulletin	6022317– State (TX)	March 20, 2001	-------
The Ballinger Ledger	Common Law Trademark		
The Winters Enterprise	Common Law Trademark		

C. OWNER OF RECORD: Erath Publishers, Inc.

Trademark Name	Registration/Serial No.	Registration Date	Filing Date
Stephenville Empire-Tribune	1,616,691 – Federal	October 9, 1990	June 30, 1989
Stephenville Empire-Tribune	04972617 – State (TX)	March 20, 2001	expired
Stephenville Empire-Tribune	6022017 – State (TX)		
Cross Timbers Trading Post	4996417 – State (TX)	January 2, 1990	-------
Central Texas Outdoors	5550617 – State (TX)	April 2, 1996	-------

D. OWNER OF RECORD: Miami Newspapers, Inc.

Trademark Name	Registration/Serial No.	Registration Date	Filing Date
Miami News Record	1,671,086 – Federal	January 7, 1992	June 30, 1989
Miami News-Record	12002170 – State (OK)	December 21, 1994	-------
Tri-State Tribune	Common Law Trademark		

E. OWNER OF RECORD: Waxahachie Newspapers, Inc.

Trademark Name	Registration/Serial No.	Registration Date	Filing Date
Waxahachie Daily Light	1,648,116 – Federal	June 18, 1991	June 30, 1989
Waxahachie Daily Light	6022217 – State (TX)	March 20, 2001	------
Ennis Journal	2,548,631 – Federal	March 12, 2002	May 24, 2001
Hearne Democrat	800094004 – State (TX)	June 12, 2002	
Franklin Advocate	800093995 – State (TX)	June 12, 2002	
Calvert Tribune	800093992 – State (TX)	June 12, 2002	
Robertson County Booster	800093991 – State (TX)	June 12, 2002	
Ellis County Chronicle	Common Law Trademark		
Italy News-Herald	Common Law Trademark		
The Alvarado Post	Common Law Trademark		

F. OWNER OF RECORD: Thunder Media, Inc.

Trademark Name	Registration/Serial No.	Registration Date	Filing Date
Thunder Deals on Texas Wheels	76/333,477 – Federal	July 29, 2003	November 1, 2001

G. OWNER OF RECORD: Valley Newspapers Holdings, LP

Trademark Name	Registration/Serial No.	Registration Date	Filing Date
Valley Town Crier	800337371 – State (TX)	November 9, 1987	
Valley Town Crier	800492082 – State (TX)		
Valley Town Crier Winter Texan Shopping Guide	4795817 – State (TX)	November 9, 1987	
Bargain Book	800492015 – State (TX)	May 11, 2005	
Rio Grande Valley Business Journal	Texas Application Pending		
Winter Texan	800491998 – State (TX)	May 11, 2005	
For the Record	800492011 – State (TX)	May 11, 2005	
Bargain Book – Your Award Winning Publication	Common Law Trademark		
The Edinburg Review	Common Law Trademark		
Rio Grande Herald	Common Law Trademark		

H. OWNER OF RECORD: Valley Newspapers Holdings, LP

Trademark Name	Registration/Serial No.	Registration Date	Filing Date
The Fannin County Special	Common Law Trademark		
Bonham Journal	Common Law Trademark		
Adsack	3,213,202 – Federal	Feb. 27, 2007	
Nueces County Record Star	Common Law Trademark		

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I. OWNER OF RECORD: Midlothian Newspapers, Inc.

Trademark Name	Registration/Serial No.	Registration Date	Filing Date
The Midlothian Mirror	800080061 – State (TX)	April 23, 2002	