

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
CL Chicago, Inc.		07/24/2007	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Anacapa Funding I, LLC
Street Address:	1180 Peachtree Street NE
Internal Address:	Suite 2510
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2151502	THE STRAIGHT DOPE
Registration Number:	2088833	R
Registration Number:	2176617	CHICAGO READER
Registration Number:	2162072	READER MATCHES
Registration Number:	2098794	READER
Registration Number:	2544674	HOT TYPE
Registration Number:	3257817	CHICAGO READER
Registration Number:	1112732	R
Registration Number:	1113602	READER
Registration Number:	1146939	HOT TYPE
Registration Number:	1152348	THE STRAIGHT DOPE
Registration Number:	1366600	READER

CORRESPONDENCE DATA

900083969

**TRADEMARK
 REEL: 003597 FRAME: 0937**

OP \$315.00 2151502

Fax Number: (404)888-4190
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-888-4284
Email: tramstrom@hunton.com
Correspondent Name: Todd Ramstrom
Address Line 1: 600 Peachtree Street, NE Ste. 4100
Address Line 2: Hunton & Williams
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Elizabeth A. Mullican, Esq.
Signature:	/Elizabeth A. Mullican, Esq./
Date:	08/09/2007

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of July 24, 2007, by CL CHICAGO, LLC, a Florida corporation ("Grantor"), in favor of ANACAPA FUNDING I, LLC ("Anacapa"), as Agent ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of July 24, 2007, by and among Grantor, the other Loan Parties party thereto from time to time, the Lenders party thereto from time to time, and Anacapa, as Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lenders have agreed to make the Loans to Borrowers;

WHEREAS, Lenders are willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, the Security Agreements; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver this Agreement;

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

1. Defined Terms. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Loan Agreement.

2. Grant of Security Interest in Trademark Collateral. To secure the prompt and complete repayment and performance of the Obligations under the Loan Agreement and other Loan Documents, Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"): (a) all of its Trademarks and Trademark License (as defined in the US Security Agreement) to which it is a party including, without limitation, those referred to on Schedule 1 hereto; (b) all reissues, renewals, revivals, amendments, alterations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and (d) all products, revenues and other proceeds of the foregoing, including, without limitation, 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, (ii) breach of any Trademark License, and (iii) other injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreements. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States trademarks or applications therefore of Grantor, which become Trademarks or the subject of Trademark Licenses under the Security Agreement. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

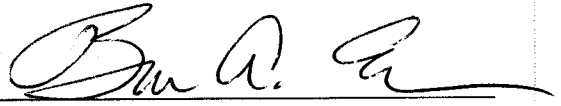
5. Counterparts. This Agreement may be executed in multiple counterparts (any of which may be delivered by facsimile or other electronic transmission), each of which shall constitute an original and all of which taken together shall constitute one and the same Agreement.

[Signature Page Follows]

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

GRANTOR:

CL CHICAGO, INC.

By: 

Name: Benjamin A. Eason

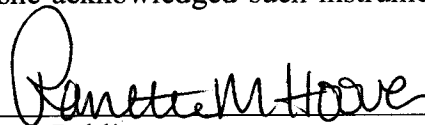
Title: President and CEO

ACKNOWLEDGMENT OF GRANTOR

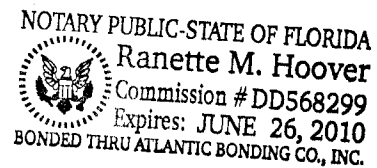
STATE OF Florida)

COUNTY OF Hillsborough) ss.

On this 19th day of July, 2007, before me personally appeared Benjamin A. Eason who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grantor, and who being duly sworn by me did depose and say that (i) he is an authorized officer of Grantor, (ii) such instrument was signed on behalf of Grantor as duly authorized by Grantor, and (iii) he or she acknowledged such instrument to be the free act and deed of Grantor.


Notary Public

[Notarial Seal]

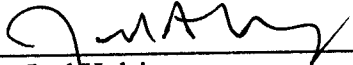


Signature Page 1

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ANACAPA FUNDING I, LLC

By: 
Name: Joel Holsinger
Title: Vice President

Signature Page 2

Trademark Security Agreement (CL Chicago)
686321

TRADEMARK
REEL: 003597 FRAME: 0942

Schedule 1

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Trademark	Registration/Serial #	Registration Date
The Straight Dope	2,151,502	04/14/1998
R	2,088,833	08/19/1997
Chicago Reader	2,176,617	07/28/1998
Reader Matches	2,162,072	06/02/1997
Reader	2,098,794	09/23/1997
Hot Type	2,544,674	03/05/2002
Chicago Reader	3,257,817	07/03/2007
R	1,112,732	02/06/1979
Reader	1,113,602	05/24/1978
Hot Type	1,146,939	05/24/1978
The Straight Dope	1,152,348	05/24/1978
Reader	1,366,600	04/16/1984

Trademark Applications:

Trademark	Application/Serial #	Application Date

Schedule 1

Trademark Security Agreement (CL Chicago)
686321