

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE NEW REPUBLIC LLC		10/23/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CIBC MELLON TRUST COMPANY		
Street Address:	320 Bay Street		
Internal Address:	P.O. Box 1		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 4A6		
Entity Type:	TRUST: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0987916	THE NEW REPUBLIC	
Registration Number:	2443989	TRB	
Registration Number:	2438195	WHITE HOUSE WATCH	
Registration Number:	2511593	DIARIST	
CORRESPONDENCE DATA			
Fax Number:	(514)904-8101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	saguilar@osler.com		
Correspondent Name:	Sofia Aguilar		
Address Line 1:	1000 de la Gauchetiere St. West		
Address Line 2:	Suite 2100		
Address Line 4:	Montreal, CANADA H3B 4W5		
ATTORNEY DOCKET NUMBER:	1055910 (CANWEST)		

OP \$115.00 0987916

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Sofia Aguilar
Signature:	/Sofia Aguilar/
Date:	11/04/2008

Total Attachments: 4

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TRADEMARK COLLATERAL AGREEMENT

This ^{23rd} day of October, 2008, The New Republic, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 1331 H Street, NW, 7th and 8th Floor, Washington, D.C. 20005, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to CIBC Mellon Trust Company, having an office at 320 Bay Street, P.O. Box 1, Toronto, Ontario, Canada M5H 4A6, as agent for the secured parties (the "*Collateral Agent*") pursuant to that certain Intercreditor and Collateral Agency Agreement, dated of as of October 13, 2005, by and among CanWest MediaWorks Inc. (a predecessor of Canwest Media Inc.), as borrower, the Debtor and certain other grantors and certain other guarantors from time to time party thereto (as amended and supplemented to date, the "*Collateral Agency Agreement*") a security interest in and to the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule I hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule I hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Amended and Restated U.S. Security and Pledge Agreement, dated as of August 29, 2008, made by the Debtor and certain other parties thereto in favor of the Collateral Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a grant of security interest or other assignment to the Collateral Agent to the extent such grant would result in the invalidity, unenforceability, cancellation, termination or voiding of the Debtor's rights in such property including, without limitation any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), unless and until acceptable evidence of use of such trademark has been filed with and accepted by 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.). When a Statement of Use is filed and accepted by the United States Patent and Trademark Office, then that application shall cease to be exempted from this Agreement.

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


This Trademark Collateral Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

This Trademark Collateral Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York. If any provision of this Trademark Collateral Agreement is invalid or unenforceable, then such provision shall be given full force and effect to the fullest possible extent, and all of the remaining provisions of this Trademark Collateral Agreement shall remain in full force and effect and shall be binding on the parties hereto.

[Execution Page Follows]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

THE NEW REPUBLIC, LLC

By
Name 
Title John E. Maguire
Vice-President

[EXECUTION PAGE OF THE TRADEMARK COLLATERAL AGREEMENT RELATING TO THE NEW REPUBLIC, LLC]

SCHEDULE I

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

Registrations:

REGISTRATION NUMBER	REGISTRATION DATE	COUNTRY	DESCRIPTION
0987916	July 9, 1974	US	The New Republic
2443989	April 17, 2001	US	TRB
2438195	March 27, 2001	US	White House Watch
2511593	November 27, 2001	US	Diarist

Applications:

APPLICATION NUMBER	APPLICATION DATE	COUNTRY	DESCRIPTION
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