

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Providence Journal Company		01/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	2200 Ross Avenue		
<b>Internal Address:</b>	Third Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Secured Party:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2896540	LIVE THIS WEEKEND	
Registration Number:	2105564	PROJO.COM	
Registration Number:	0430799	THE PROVIDENCE JOURNAL	
Registration Number:	0430800	THE PROVIDENCE SUNDAY JOURNAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-788-8523		
<b>Email:</b>	HWRITM@hunton.com		
<b>Correspondent Name:</b>	Edward T. White - Hunton & Williams LLP		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 2:</b>	Riverfront Plaza, East Tower		
<b>Address Line 4:</b>	RICHMOND, VIRGINIA 23834		
<b>ATTORNEY DOCKET NUMBER:</b>	64226.001187		

CH \$115.00 2896540

NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	02/19/2009
<b>Total Attachments: 4</b> source=The Providence Journal Co Trademark Security#page1.tif source=The Providence Journal Co Trademark Security#page2.tif source=The Providence Journal Co Trademark Security#page3.tif source=The Providence Journal Co Trademark Security#page4.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, The Providence Journal Company, a Delaware corporation ("Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and JPMorgan Chase Bank, N.A., as administrative agent and a lender ("Secured Party") are parties to that certain Amended and Restated Credit Agreement dated January 30, 2009 (as same may be amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Amended and Restated Pledge and Security Agreement dated as of January 30, 2009 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor, certain affiliates of Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

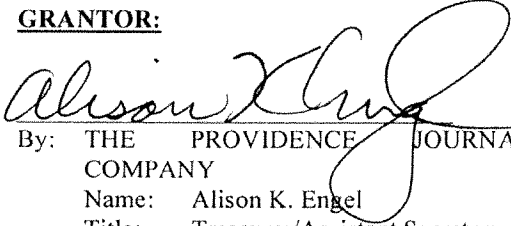
- (1) each Trademark, including, without limitation, the Trademarks (together with any reissues, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license, including, without limitation, each Trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the Trademarks referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of January, 2009.

Acknowledged:

**GRANTOR:**

  
By: THE PROVIDENCE JOURNAL  
COMPANY  
Name: Alison K. Engel  
Title: Treasurer/Assistant Secretary

**SECURED PARTY:**

By: JPMORGAN CHASE BANK, N.A., as  
Administrative Agent  
Name:  
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of January, 2009.

Acknowledged:

**GRANTOR:**

By: THE PROVIDENCE JOURNAL  
COMPANY  
Name: Alison K. Engel  
Title: Treasurer/Assistant Secretary

**SECURED PARTY:**

*Jeff A Tompkins*  
By: JPMORGAN CHASE BANK, N.A., as  
Administrative Agent  
Name: *Jeff A. Tompkins*  
Title: *Vice President*

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS

Name of Grantor		Trademark	Country	Registration Date	Registration Number
Providence Company (The)	Journal	Live This Weekend	United States	10/26/2004	2896540
Providence Company (The)	Journal	Projo.com	United States	10/14/1997	2105564
Providence Company (The)	Journal	The Providence Journal (stylized)	United States	06/24/1947	430799
Providence Company (The)	Journal	The Providence Sunday Journal	United States	06/24/1947	430800
Providence Company (The)	Journal	Kidsbeat (stylized)	Massachusetts	08/14/1990	44605
Providence Company (The)	Journal	Lifebeat (stylized)	Massachusetts	08/14/1990	44603
Providence Company (The)	Journal	Lifestyles	Massachusetts	04/19/2001	60048
Providence Company (The)	Journal	Live This Weekend	Massachusetts	04/19/2001	60046
Providence Company (The)	Journal	Showcase of Homes	Massachusetts	04/19/2001	60047
Providence Company (The)	Journal	The Providence Journal	Massachusetts	04/24/1990	44137
Providence Company (The)	Journal	The Providence Sunday Journal	Massachusetts	04/24/1990	44139
Providence Company (The)	Journal	URI/Providence Journal Economic Index	Massachusetts	07/28/1992	47067
Providence Company (The)	Journal	Kidsbeat (stylized)	Rhode Island	08/03/1990	90806
Providence Company (The)	Journal	Lifebeat (stylized)	Rhode Island	08/03/1990	90807
Providence Company (The)	Journal	Lifestyles	Rhode Island	04/17/2001	10410
Providence Company (The)	Journal	Live This Weekend	Rhode Island	04/17/2001	20010409
Providence Company (The)	Journal	Showcase of Homes	Rhode Island	04/17/2001	20010408
Providence Company (The)	Journal	URI/Providence Journal Economic Index	Rhode Island	07/07/1992	920707