

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the conveyance listed as Assignment of an Undivided Part of Assignment Interest to Security Agreement previously recorded on Reel 001471 Frame 0593. Assignor(s) hereby confirms the conveyance to be a Security Agreement not an Assignment.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pioneer Newspapers Inc.		02/07/1996	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Toronto Dominion (Texas), Inc.
Street Address:	909 Fannin Street
Internal Address:	Suite 1700
City:	Houston
State/Country:	TEXAS
Postal Code:	77010
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0261511	THE EVANSTON REVIEW
Registration Number:	0261512	WILMETTE LIFE
Registration Number:	0261513	WINNETKA TALK
Registration Number:	0261333	GLENCOE NEWS

CORRESPONDENCE DATA

Fax Number: (312)569-3459
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312 569 1459
Email: IPDOCKETCHICAGO@DBR.COM, nancy.martinez-curtin@dbr.com
Correspondent Name: Melissa S. Dillenbeck
Address Line 1: 191 North Wacker Drive
Address Line 2: Suite 3700

900139540

**TRADEMARK
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Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	SUM020-023USA
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NAME OF SUBMITTER:	Melissa S. Dillenbeck
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Signature:	/melissasdillenbeck-nmc/
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Date:	07/27/2009
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Total Attachments: 7

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Pioneer Newspapers, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: February 7, 1996

2. Name and address of receiving party(ies)

Name: Toronto Dominion (Texas), Inc.

Internal Address:

Street Address: 909 Fannin, Suite 1700

City: Houston State: TX ZIP: 77010

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached. Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

261,511 261,513
261,333 261,512

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver

Internal Address: Mayer, Brown & Platt

Street Address: 2000 Pennsylvania Ave., N.W.
Suite 3900

City: Washington State: DC ZIP: 20006

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver

Name of Person Signing

Nora A. Whitescarver

Signature

June 7, 1996

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 7, 1996, between PIONEER NEWSPAPERS INC. (the "Grantor") and TORONTO DOMINION (TEXAS), INC. in its capacity as Administrative Agent for the Lenders referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 7, 1996 (as amended or otherwise modified from time to time, the "Credit Agreement"), among Hollinger International Publishing Inc. (the "Company"), various financial institutions (collectively the "Lenders" and individually each a "Lender"), The Toronto Dominion Bank, as issuing bank, The First National Bank of Chicago, as documentation agent, and the Administrative Agent, the Lenders have agreed to make loans to the Company; and

WHEREAS, the Grantor has executed and delivered a Subsidiary Guaranty (the "Guaranty") in favor of the Lenders and the Administrative Agent of all obligations of the Company under or in connection with the Credit Agreement; and

WHEREAS, all obligations of the Grantor under or in connection with the Guaranty are secured pursuant to a Security Agreement of even date herewith (as amended or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial loans under the Credit Agreement, the Grantor is required to execute and deliver this Agreement to further confirm the grant to the Administrative Agent of a continuing security interest in all of the Trademark Collateral (as defined below) to secure all obligations (monetary or otherwise) of the Grantor under or in connection with the Guaranty and the other liabilities described in the Security Agreement (the "Liabilities");

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. To secure the payment in full of all Liabilities, the Grantor hereby mortgages, pledges and hypothecates to the Administrative Agent, and grants to the Administrative Agent a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification

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marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, to the extent that Grantor has rights in such Trademarks not in use, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(ii) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(iii) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(iv) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(v) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 2. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Release of Security Interest. Upon payment in full of all Liabilities and the termination of all commitments to create Liabilities, the Administrative Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

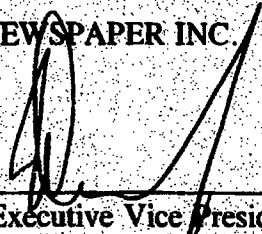
SECTION 4. Acknowledgment. The Grantor hereby further acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 6. Governing Law. This Agreement shall be governed by the internal laws of the State of New York, except to the extent Federal trademark law is applicable.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

PIONEER NEWSPAPER INC.

By: 
Title: Executive Vice President
Address: 107-115 South Emma, Box 1000
West Frankfort, Illinois 62896

Attention: J. David Dodd
Facsimile: (618) 932-6155

With a copy to:

Address: 401 North Wabash Avenue
Chicago, Illinois 60611

Facsimile No.: (312) 321-0629

Attention: Kenneth L. Serota

**TORONTO DOMINION (TEXAS), INC., as
Administrative Agent**

By: _____
Title: Vice President
Address: 909 Fannin, Suite 1700
Houston, Texas 77010
Attention: Manager, Agency
Facsimile: (713) 951-9921

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TORONTO DOMINION (TEXAS), INC.,
as Administrative Agent

Address:

909 Fannin Suite 1700
Houston, Texas 77010

By:



Name: Sophia D. Sgarbi
Title: Vice President

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RECORDED: 06/10/1996

ATTACHMENT I

TRADEMARKS

Item A. Trademarks

<u>TRADEMARK NAME</u>	<u>REGISTRATION/SERIAL NO.</u>	<u>COUNTRY</u>	<u>CO. NAME HELD IN</u>	<u>ISSUE DATE</u>
The Evanston Review	261,511	U.S.A.	Pioneer Newspaper Inc.	September 17, 1929
Glencoe News	261,333	U.S.A.	Pioneer Newspaper Inc.	September 17, 1929
Wilmette Life	261,512	U.S.A.	Pioneer Newspaper Inc.	September 17, 1929
Winnetka Talk	261,513	U.S.A.	Pioneer Newspaper Inc.	September 17, 1929

Item B. Trademark Licenses

-- NONE AS OF FEBRUARY 7, 1996 --

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