

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
Sun-Times Media IP, LLC		10/26/2009	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3049777	BETWEEN THE LINES	
Registration Number:	1442078	CHICAGO SUN-TIMES	
Registration Number:	3405165	CHICAGO SUN-TIMES EA\$Y PAYMENT PROGRAM	
Registration Number:	3437236	LET'S GET INTO IT	
Registration Number:	3456473	NEIGHBORHOODCIRCLE.COM	
Registration Number:	3579705	STNG	
Registration Number:	3493456	STNG SUN-TIMES NEWS GROUP	
Registration Number:	3299802	STNG WIRE	
Registration Number:	3287081	STNG WIRE	
Registration Number:	2992521	SUN-TIMES	
Registration Number:	3281689	SUNTIMES.COM NEWS ON THE DOT	
Registration Number:	0979443	TV PREVUE	
Registration Number:	3456474	YOUR NEIGHBORHOOD. YOUR CIRCLE OF FRIENDS. WELCOME HOME.	

CH \$815.00 3049777

900146603

TRADEMARK
REEL: 004088 FRAME: 0703

Registration Number:	3556115	CENTERSTAGE
Registration Number:	3466583	VIRTUAL L
Serial Number:	77459180	COMICTORIAL
Registration Number:	3457159	PAGE STICKERS
Registration Number:	3571438	SEARCHCHICAGO
Registration Number:	3489846	SEEKERS UNITE
Registration Number:	3476564	SOUTHTOWNSTAR
Registration Number:	3489932	YOURSEASON.COM
Registration Number:	3028241	DAILY SOUTHTOWN
Registration Number:	3028206	DAILY SOUTHTOWN
Registration Number:	2284093	ANTIOCH REVIEW
Registration Number:	0261333	GLENCOE NEWS
Registration Number:	3035690	NORTH SHORE
Registration Number:	3035658	NORTHSHORE
Registration Number:	3035652	NORTHSHORE
Registration Number:	2261700	SENIOR CLASS
Registration Number:	0261511	THE EVANSTON REVIEW
Registration Number:	0261512	WILMETTE LIFE
Registration Number:	0261513	WINNETKA TALK

CORRESPONDENCE DATA

Fax Number: (312)609-5005

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 609-7838

Email: podonoghue@vedderprice.com

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.

Address Line 1: 222 North LaSalle Street

Address Line 2: Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0026
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	10/30/2009

Total Attachments: 32

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TRADEMARK
REEL: 004088 FRAME: 0704

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TRADEMARK AND LICENSE SECURITY AGREEMENT

THIS TRADEMARK AND LICENSE SECURITY AGREEMENT (the “**Security Agreement**”) is made as of this 26th day of October, 2009, by Sun-Times Media IP, LLC, an Illinois limited liability company (“**Grantor**”), with an office at 353 N. Clark Street, 15th Floor, Chicago, Illinois 60654, in favor The PrivateBank and Trust Company (“**Lender**”), with an office at 120 South LaSalle Street, Chicago, Illinois 60603.

W I T N E S S E T H:

WHEREAS, Grantor, certain other borrowers party thereto and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended and restated or otherwise modified from time to time, the “**Loan Agreement**”) and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the “**Financing Agreements**”), which Financing Agreements provide for (i) Lender to, from time to time, extend credit to or for the account of Grantor and (ii) the grant by Grantor to Lender of a security interest in certain of its assets, including, without limitation, Grantor’s trademarks and trademark applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Lender a continuing first priority security interest in Grantor’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor’s business connected with the use of and symbolized by the Trademarks; and license agreements with any other party in connection with any Trademarks or such other party’s trademarks, registered trademarks and trademark applications, trade names, service marks, registered service marks and service mark

applications, whether Grantor is licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B attached hereto, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Lender's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "**Licenses**"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include (A) any license agreement which by its terms prohibits the grant of the security interest contemplated by this Security Agreement or (B) any intent-to-use trademark applications to the extent the granting of a security interest hereunder shall in any way adversely affect such application.

3. Warranties and Representations. Grantor warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Subject to Permitted Liens, Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Grantor not to sue third persons;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified corporate right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Grantor agrees that as of the date of this Security Agreement and until the Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Grantor shall not, without the prior written consent of Lender sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender, under this Security Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor. If, before the Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof. Grantor hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of the Obligations and the termination of the Financing Agreements. Grantor agrees that upon

the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Financing Agreements, Lender shall take such actions (including execution of all deeds, releases, termination statements and other discharges) as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

10. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently as commercially reasonable any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section 10 shall be borne by Grantor.

11. Lender's Right to Sue. During the continuance of an Event of Default, Lender shall have the right but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall, as long as the Trademarks are owned by Grantor, promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any

single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Lender during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Financing Agreements have been terminated. Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Grantor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement.

[SIGNATURE PAGE FOLLOWS]

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, Grantor has duly executed this Security Agreement as of the date first written above.

GRANTOR:

SUN-TIMES MEDIA IP, LLC, an Illinois
limited liability company

By: 

Name: James C. Tyree

Title: Chairman

Signature Page to Trademark Security Agreement

**Agreed and Accepted as of the date first
written above.**

LENDER:

**THE PRIVATEBANK AND TRUST
COMPANY, an Illinois state banking
corporation**

By: 

Name: Jennifer Hasbrook

Title: Associate Managing Director

Notary Page to Trademark Security Agreement

STATE OF Illinois)
COUNTY OF Cook) SS

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 20th day of October, 2009, by James C. Tyree, personally known to me to be the Chairman of Sun-Times Media IP, LLC, an Illinois limited liability company, on behalf of such entity.

(SEAL)



Notary Public

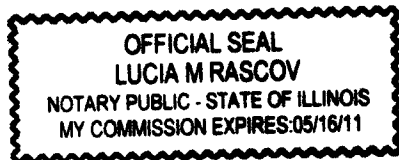
My commission expires 7-7-2012

Notary Page to Trademark Security Agreement

STATE OF IL)
COUNTY OF Cook) SS

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 26th day of October 2009, by Jennifer Hasbrook, personally known to me to be the Associate Managing Director of The PrivateBank and Trust Company, on behalf of such entity.

(SEAL)



Notary Public Lucia M. Rasco
My commission expires 05-16-2011

SCHEDULE A
to Trademark and License Security Agreement

TRADEMARK REGISTRATIONS

(see attached)

Schedule 4.17(a)(i) Attachment

Trademark	Applicant/Registrant Name	Status	Registration Date	Expiration Date	Current Status	Country	Owner
BETWEEN THE LINES	3,045,777	Registered	24-Jan-06	24-Jan-16	Undermined	USD	Chicago Sun-Times LLC
CHICAGO SUN-TIMES	1,442,078	Registered	6-Jun-87	6-Jun-17	Undermined	USD	Chicago Sun-Times LLC
CHICAGO SUN-TIMES BABY PAYMENT	3,405,165	Registered	1-Apr-08	1-Apr-18	Undermined	USD	Chicago Sun-Times LLC
PROGRAM & Design	3,437,236	Registered	27-May-06	27-May-16	Undermined	USD	Chicago Sun-Times LLC
LET'S GET INTO IT	3,456,473	Registered	1-Jul-06	1-Jul-16	Undermined	USD	Chicago Sun-Times LLC
NEIGHBORHOOD CIRCLE.COM	3,459,705	Registered	26-Feb-03	26-Feb-13	Undermined	USD	Chicago Sun-Times LLC
STING SUN-TIMES NEWS GROUP & Design	3,459,705	Registered	26-Aug-08	26-Aug-18	Undermined	USD	Chicago Sun-Times LLC
STING WIRE	3,459,705	Registered	26-Aug-08	26-Aug-18	Undermined	USD	Chicago Sun-Times LLC
SUN-TIMES NEWS ON THE DOT	3,287,081	Registered	25-Sep-07	25-Sep-17	Undermined	USD	Chicago Sun-Times LLC
SUN-TIMES	2,982,531	Registered	28-Aug-07	28-Aug-17	Undermined	USD	Chicago Sun-Times LLC
TV PREVIEW	3,281,689	Registered	6-Sep-03	6-Sep-13	Undermined	USD	Chicago Sun-Times LLC
YOUR NEIGHBORHOOD, YOUR CIRCLE OF FRIENDS, WE COME HOME	3,456,474	Registered	26-Feb-13	26-Feb-23	Undermined	USD	Chicago Sun-Times LLC
CENTERSTAGE	3,556,115	Registered	1-Jul-06	1-Jul-16	Undermined	USD	The Sun-Times Company
VIRTUAL 1	3,466,581	Registered	6-Jan-08	6-Jan-18	Undermined	USD	Centerstage Media, LLC
CONTACTORIAL	7,745,918	Registered	15-Jul-08	15-Jul-18	Undermined	USD	Centerstage Media, LLC
PAGE STICKERS	3,457,159	Registered	1-Jul-12	1-Jul-22	Undermined	USD	The Sun-Times Company
SEARCHCHICAGO	3,571,433	Registered	10-Feb-08	10-Feb-18	Undermined	USD	The Sun-Times Company
SEEKERS UNITE	3,489,846	Registered	19-Aug-08	19-Aug-18	Undermined	USD	The Sun-Times Company
SOUTHTOWNSTAR	3,476,584	Registered	25-Jul-08	25-Jul-18	Undermined	USD	The Sun-Times Company
YOURSEASON.COM	3,489,912	Registered	19-Aug-08	19-Aug-18	Undermined	USD	The Sun-Times Company
HOLLINGER	7,744,564,852	Registered	18-Jul-02	18-Jul-12	Undermined	USD	Sun-Times Media Group, Inc.
BEAT THE CHAMPIONS	Illinois 50,612	Registered	20-Oct-05	20-Oct-15	Undermined	USD	Chicago Sun-Times Inc.
CHICAGO DAILY NEWS	Illinois 84,817	Registered	25-Feb-02	25-Feb-12	Undermined	USD	Chicago Sun-Times Inc.
QUICK TAKES (stylized)	Illinois 84,803	Registered	11-Jan-05	11-Jan-15	Undermined	USD	Chicago Sun-Times Inc.
DAILY SOUTHTOWN	3,028,241	Registered	13-Dec-05	13-Dec-15	Undermined	USD	Chicago Sun-Times Inc.
DAILY SOUTHTOWN (stylized)	3,028,206	Registered	13-Dec-05	13-Dec-15	Undermined	USD	Chicago Sun-Times Inc.
ELITE	Illinois 83,171	Registered	17-Apr-02	17-Apr-12	Undermined	USD	Midwest Suburban Publishing, Inc.
PENNYRAVER	Illinois 92,687	Registered	11-Mar-03	11-Mar-13	Undermined	USD	Midwest Suburban Publishing, Inc.
THE STAR	Illinois 83,695	Registered	10-Feb-05	10-Feb-15	Undermined	USD	Midwest Suburban Publishing, Inc.
NEIGHBORHOOD STAR	N/A	Not Registered			Undermined	USD	Midwest Suburban Publishing, Inc.
ANTICOR REVIEW	2,284,093	Registered	5-Oct-99	5-Oct-09	Undermined	USD	Pioneer Newspapers Inc.
CLINCOE NEWS	261,333	Registered	17-Sep-08	17-Sep-18	Undermined	USD	Pioneer Newspapers Inc.
NORTH SHORE	3,033,690	Registered	27-Dec-08	27-Dec-18	Undermined	USD	Pioneer Newspapers Inc.
NORTHSIDE	3,033,658	Registered	27-Dec-08	27-Dec-18	Undermined	USD	Pioneer Newspapers Inc.
NORTHSIDE (stylized)	3,033,652	Registered	27-Dec-08	27-Dec-18	Undermined	USD	Pioneer Newspapers Inc.
SENIOR CLASS	2,261,700	Registered	13-Jul-99	13-Jul-09	Undermined	USD	Pioneer Newspapers Inc.
THE EVANSTON REVIEW	261,311	Registered	17-Sep-08	17-Sep-18	Undermined	USD	Pioneer Newspapers Inc.
WILLETTE LIFE	261,312	Registered	17-Sep-08	17-Sep-18	Undermined	USD	Pioneer Newspapers Inc.
WINNETKA TALK	261,313	Registered	17-Sep-08	17-Sep-18	Undermined	USD	Pioneer Newspapers Inc.
GLENVIEW ANNOUNCEMENTS	N/A	Not Registered			Undermined	USD	Pioneer Newspapers Inc.
NOTTIBROOK STAR	N/A	Not Registered			Undermined	USD	Pioneer Newspapers Inc.

DEARBORN REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
LINCOLNSHIRE REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
HIGH AND PARK NEWS	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
MUNDLEBURN REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
LAKE FORESTER	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
LIBERTYVILLE REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
QUINCY REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
GRAYBLAKE REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
LAKE VILLA REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
VERBORN HILLS REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
SKOKIE REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
LINCOLNWOOD REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
MORTON GROVE CHAMPION	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
NILES HERALD SPECTATOR	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
PARK RIDGE HERALD-ADVOCATE	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
NORRIDGE-HAWOOD HEIGHTS NEWS	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
EDISON-NORWOOD TIMES REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
BARRINGTON COURIER-REVIEW	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
LANS JUDGE COURIER	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
BUFFALO GROVE COUNTRYSIDE	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
OAK LEAVES	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
FOREST LEAVES	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
EMILY LEAVES	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
FRANKLIN PARK HERALD-JOURNAL	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
PROVISO HERALD	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
THE DOWNS-HINSDALE	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
THE DOWNS-CLARENDON HILLS	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
THE DOWNS-OAK BROOK	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
THE DOWNS-ELMHURST	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
THE DOWNS-LA GRANGE	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
THE DOWNS-WESTERN SPRINGS	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
THE DOWNS-WEEKLY	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
POST-TUBUNE	N/A	Not Registered	Undetermined	USD	Pioneer Newspapers Inc.
CROWN POINT WEEKLY	N/A	Not Registered	Undetermined	USD	The Post-Tribune Company LLC
CROWN POINT SHOPPER	N/A	Not Registered	Undetermined	USD	The Post-Tribune Company LLC
LAKE COUNTY NEWS-SUN	N/A	Not Registered	Undetermined	USD	The Post-Tribune Company LLC
THE BEACON NEWS	N/A	Not Registered	Undetermined	USD	Fox Valley Publications LLC
THE COURIER NEWS	N/A	Not Registered	Undetermined	USD	Fox Valley Publications LLC
THE HERALD NEWS	N/A	Not Registered	Undetermined	USD	Fox Valley Publications LLC
NAPERVILLE SUN	N/A	Not Registered	Undetermined	USD	Fox Valley Publications LLC
THE ROLLINGBROOK SUN	N/A	Not Registered	Undetermined	USD	Fox Valley Publications LLC
THE WHEATON SUN	N/A	Not Registered	Undetermined	USD	Fox Valley Publications LLC
THE GREEN ELYN SUN	N/A	Not Registered	Undetermined	USD	Fox Valley Publications LLC
THE FOX VALLEY VILLAGES SUN	N/A	Not Registered	Undetermined	USD	Fox Valley Publications LLC
THE LISLE SUN	N/A	Not Registered	Undetermined	USD	Fox Valley Publications LLC

TRADEMARK

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Schedule 4.17(a)(i) Attachment

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Schedule 4.17(a)(i) Attachment

[illegible]

Schedule 4.17(a)(i) Attachment

[illegible]

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[illegible]

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Schedule 4.17(a)(1) Attachment

[illegible]

THE UNIVERSITY OF CHICAGO

Schedule 4.17(a)(i) Attachment

[illegible]

[illegible]

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SCHEDULE B
to Trademark and License Security Agreement

LICENSES

(see attached)

SCHEDULE 4.17

INTELLECTUAL PROPERTY; INTELLECTUAL PROPERTY INFRINGEMENTS

(a)(i) Patents, Trademarks and Domain Names

See Schedule 4.17(a)(i) Attachment

(a)(ii)(A) Intellectual Property licenses from Seller to third party

1. Pursuant to the Agreement dated June 1, 1983, by and between Chicago Sun-Times LLC and The Ebert Company, Ltd., as amended, Chicago Sun-Times LLC has granted Ebert a non-exclusive, non-cancelable, royalty-free, perpetual license, subject to certain limitations, to utilize the Sun-Times' copyrights in the material produced by Ebert for the Chicago Sun-Times and other STING newspapers.
2. STINGWire consists of a Newswire (short news stories or information bulletins) and a Daybook (daily list of events) that Seller licenses for a fee to radio and television stations including WLS-AM and WBBM-AM radio, CBS2, NBC5, ABC7, FOX32 and Telemundo.
3. Digital Publication Distribution Agreement dated November 4, 2008 between The Sun-Times Company and Amazon Digital Services, Inc.
4. License Agreement dated March 11, 2008 between Chicago Sun-Times LLC and Burrelle's Information Services, LLC.
5. Co-Branding Agreement dated March 9, 2007 between Digital Chicago Inc. and Chicago.com, Inc.
6. Agreement dated May 1, 2006 between Chicago Sun-Times, Inc. and NBC Subsidiary (WMAQ-TV), Inc., operator of television station WMAQ-TV/NBC5.
7. MyCapture Service Agreement dated October 17, 2005 between myCapture, Inc. and Digital Chicago Inc.
8. License Agreement dated September 10, 1992 between Mead Data Central, Inc. (now known as LEXIS-NEXIS, a division of Reed Elsevier Inc.) and Chicago Sun-Times, Inc., with related notice of termination effective September 10, 2009.
9. Newsbank License Agreement dated January 28, 2008 between The Sun-Times Company and NewsBank, Inc.
10. Pictopia PTP™ Online Image Resale Agreement dated April 4, 2003 between Pictopia, Inc. and Digital Chicago Inc.
11. Content License Agreement dated May 12, 2008 between Discovery Education, Inc. and The Sun-Times Company.

(a)(ii)(B) Intellectual Property licenses from third party to Seller

1. Newspaper Service User Agreement dated November 13, 2001 between Accu Weather, Inc. and Chicago Sun-Times, Inc.
2. Newspaper Service User Agreement dated April 1, 2002 between Accu Weather, Inc. and Post-Tribune.
3. Membership Agreement dated January 3, 1985 and Digital Use Agreement dated July 11, 2006 between The Associated Press and Chicago Sun-Times Inc.
4. AP Member Online Video Network Affiliate Agreement dated November 28, 2006 between The Associated Press and Chicago Sun-Times Inc.
5. Membership Agreement dated February 14, 2001 between The Associated Press and Fox Valley Publications Inc. for The Beacon-News (Aurora).
6. Membership Agreement dated March 21, 2003 between The Associated Press and Fox Valley Publications Inc. for The Courier-News (Elgin).
7. Membership Agreement dated March 21, 2003 between The Associated Press and Fox Valley Publications Inc. for The Herald-News (Joliet).
8. Membership Agreement dated March 21, 2003 between The Associated Press and Fox Valley Publications Inc. for The Naperville Sun.
9. Membership Agreement dated March 21, 2003 between The Associated Press and Fox Valley Publications Inc. for The News Sun (Waukegan).
10. Digital Use Agreement dated July 11, 2006 between The Associated Press and Fox Valley Publications Inc.
11. AP Member Online Video Network Affiliate Agreement dated November 28, 2006 between The Associated Press and Fox Valley Publications, Inc.
12. Membership Agreement between The Associated Press and Midwest Suburban Publishing Inc. for the SouthtownStar.
13. Membership Agreement dated September 9, 1966 and Digital Use Agreement dated July 11, 2006 between The Associated Press and The Post-Tribune Company.
14. AP Member Online Video Network Affiliate Agreement dated November 27, 2006 between The Associated Press and The Post-Tribune Company.
15. Online Video Network Affiliate Agreement dated November 27, 2006 between The Associated Press and Digital Chicago Inc.

16. Agreement between Atlantic Syndication and Midwest Suburban Publishing Inc. for various features.
17. Contract between Chicago Sun-Times and B-Linked Inc. for direct delivery XML with retriever service plan and insertion order processing.
18. Print and Online Content License Agreement dated May 22, 2007 between The Sun-Times Company d/b/a Sun-Times News Group and Bankrate, Inc.
19. Agreement dated January 24, 2003 between Cagle Cartoons and The Post-Tribune.
20. Agreement between Chicago Sun-Times and CanWest News Service for agate pages.
21. Agreement between ChoicePoint Public Records Inc. and Midwest Suburban Publishing Inc. for AutoTrackXP subscription.
22. Agreements between Creators Syndicate and Chicago Sun-Times LLC, Fox Valley Publications LLC, Midwest Suburban Publishing Inc., Pioneer Newspapers Inc. and The Post-Tribune Company LLC for various features.
23. Agreement between FPinfomart, a Division of Canwest Publishing Inc. and Chicago Sun-Times for indexing of Chicago Sun-Times pages.
24. Agreement between Gatehouse News Service and Midwest Suburban Publishing Inc. for wire service.
25. Agreement between Haines & Company, Inc. and Midwest Suburban Publishing Inc. for lease subscription to Cross+Cross Plus Real Estate software.
26. Jupiterimages Unlimited Subscription License Agreement dated December 27, 2007 between Jupiterimages Corporation and Chicago Sun-Times LLC.
27. Agreements between King Features Syndicate and Chicago Sun-Times LLC, Fox Valley Publications LLC, Midwest Suburban Publishing Inc., Pioneer Newspapers Inc. and The Post-Tribune Company LLC for various features.
28. License Agreement dated September 10, 1992 between Mead Data Central, Inc. (now Lexis-Nexis Group) and Chicago Sun-Times, Inc. (terminates September 10, 2009).
29. Merlin Extended Support Program agreement dated December 15, 2008 between MerlinOne, Inc. and Chicago Sun-Times.
30. Service Agreement dated March 28, 2007 between Metro Creative Graphics, Inc. and Post-Tribune.
31. Agreement dated October 15, 2008 between MultiAd and The Post-Tribune for art source.

32. Agreements between Murray and Trettel, Incorporated and Fox Valley Publications LLC, Midwest Suburban Publishing Inc. and The Post-Tribune Company LLC for Weather Command forecasting services.
33. Agreements between The New York Times Syndication Sales Corporation and Chicago Sun-Times LLC, Fox Valley Publications LLC and Midwest Suburban Publishing Inc. for various features.
34. Agreement effective December 5, 2008 between The Nielsen Company (US), Inc., d/b/a Nielsen Online and The Sun-Times Company for NetView subscription.
35. Subscription agreement between Record Information Services and Pioneer Newspapers Inc. for public record information search.
36. Service Agreement dated July 1, 1998 between Reed Brennan Media Associates, Inc. and Post-Tribune for various comics.
37. Agreement between Starcott Media Services, Inc. and Fox Valley Publications LLC for James Dulley columns.
38. Agreement between Targeted News Service and Post-Tribune for Federal News Package.
39. Subscription agreement between Thomas Voting Reports, Inc. and Pioneer Newspapers Inc. for congressional voting report.
40. Agreement between Torstar Syndication Services and Chicago Sun-Times LLC for various features.
41. Tribune Media Services Television Listings Agreement dated August 22, 2001 between Tribune Media Services, Inc. and Hollinger International Inc. (now Sun-Times Media Group, Inc.).
42. Agreements between Tribune Media Services and The Sun-Times Company, Midwest Suburban Publishing, Inc. and The Post-Tribune Company LLC for various features.
43. United Media Internet Site License Agreement dated as of July 14, 2008 among United Feature Syndicate, Inc., Newspaper Enterprise Association, Inc. and The Sun-Times Company.
44. Agreements between United Media and Chicago Sun-Times LLC, Fox Valley Publications LLC, Midwest Suburban Publishing Inc., Pioneer Newspapers Inc. and The Post-Tribune Company LLC for various features.

45. Agreements between Universal Press Syndicate and Chicago Sun-Times LLC, Fox Valley Publications LLC, Midwest Suburban Publishing Inc., Pioneer Newspapers Inc. and The Post-Tribune Company LLC for various features.
 46. Multi Use List Rental Agreement dated October 9, 2008 between Pioneer Newspapers Inc. and Walter Karl List Management.
 47. Agreements between The Washington Post Writers Group and Chicago Sun-Times LLC, Midwest Suburban Publishing Inc. and The Post-Tribune Company LLC for various features.
 48. ASP Agreement dated September 30, 2008 between Olive Software, Inc. and Chicago Sun-Times, Inc.
- (b) Infringement - None.