

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
SDUT Holdings, LLC		04/19/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
The San Diego Union-Tribune, LLC		04/19/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2138250	SIGNON SAN DIEGO	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	360650		
NAME OF SUBMITTER:	Jean Paterson		

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Signature:	/jep/
Date:	04/26/2010
Total Attachments: 7 source=4-23-10 SDUT Holdings-TM#page1.tif source=4-23-10 SDUT Holdings-TM#page2.tif source=4-23-10 SDUT Holdings-TM#page3.tif source=4-23-10 SDUT Holdings-TM#page4.tif source=4-23-10 SDUT Holdings-TM#page5.tif source=4-23-10 SDUT Holdings-TM#page6.tif source=4-23-10 SDUT Holdings-TM#page7.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of this 19th day of April, 2010, between the Grantor signatory hereto (the "Grantor"), and PNC BANK, NATIONAL ASSOCIATION ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Term Loan B Loan and Security Agreement dated as of April 19, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Loan Agreement") among SDUT HOLDINGS, LLC, a limited liability company organized under the laws of the State of Delaware ("Parent"), THE SAN DIEGO UNION-TRIBUNE, LLC, a limited liability company organized under the laws of the State of Delaware ("SDUT" and, collectively with each other Person joined as a party thereto as a "Borrower" in accordance with Section 7.12 thereof, and all of their respective permitted successors and assigns, the "Borrower"), and the Lender, the Lender agreed to make Term Loan B available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to the Lender, this Trademark Security Agreement.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Lender a continuing security interest in all of such 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 such Grantor's trademarks, trademark applications, service marks, trade names, mask works and associated goodwill (collectively, "Trademarks"), and licenses for any of the foregoing ("Licenses"), including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

Notwithstanding the foregoing, the Trademark Collateral shall not include, and Grantor shall be deemed not to have granted a security interest in, (a) unless otherwise expressly granted pursuant to any Other Document, any rights or interests in any license, contract, or agreement to which

Grantor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement, result in a breach of the terms of, or constitute a default under, such license, lease, contract or agreement (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law) or (b) any rights or property, including, without limitation, any intent to use trademark applications, to the extent that any valid and enforceable law or regulation applicable to such rights or property prohibits the creation of a security interest in such rights or property or would otherwise result in a material loss of rights from the creation of such security interest therein (other than to the extent that any such term would be rendered ineffective pursuant to 9-406, 9-407 or 9-408 of the Uniform Commercial Code or other applicable law); provided, that, with respect to each of the foregoing clauses (a) and (b), immediately upon the ineffectiveness, lapse or termination of any such restriction, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests or other assets, as the case may be, as if such provision had never been in effect; and provided, further that, notwithstanding any such restriction in any of the foregoing, the Trademark Collateral shall, to the extent such restriction does not by its terms apply thereto, include all rights incident or appurtenant to any such rights or interests and shall in any event include the right to receive all proceeds derived from or in connection with the sale, assignment or transfer of such rights and interests.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving the Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, for the benefit of the Lenders, pursuant to the Loan Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks or Licenses for Trademarks. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Licenses for Trademarks of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any Other Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any Other Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any Other Document refer to this Trademark Security Agreement or such Other Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such Other Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any Other Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any Other Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Loan Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

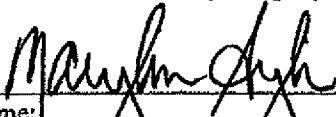
8. INTERCREDITOR AGREEMENT. This Trademark Security Agreement is subject to the provisions of the Intercreditor Agreement and, notwithstanding anything to the contrary set forth herein, in the event of any conflict between the provisions of this Trademark Security Agreement and those of the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall govern and control. For so long as the Intercreditor Agreement is in effect, to the extent that this Trademark Security Agreement requires delivery of any items of collateral or proceeds thereof (including insurance proceeds) to Lender, delivery of the same to the Senior Revolving Agent shall constitute compliance by the Grantors with such requirements to this Trademark Security Agreement.

[Remainder of page intentionally left blank; signature page follows.]

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

GRANTOR:

THE SAN DIEGO UNION-TRIBUNE, LLC,
a Delaware limited liability company

By: 
Name: _____
Title: **Mary Ann Sigler**
Vice President


Signature Page to Trademark Security Agreement

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ACCEPTED AND
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Susanna Siskind
Title: Vice President

Signature Page to Trademark Security Agreement

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

Grantor	Country	Trademark	Description of Trademark	Application/Registration Number	Application/Registration Date
The San Diego Union-Tribune, LLC	USA	SIGNON SAN DIEGO	(1) Typed Drawing	2,138,250	02/24/98

Licenses

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