

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Halifax Media Acquisition LLC		03/31/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	2100 Ross Avenue, Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	3348396	CODE RED
Registration Number:	3545814	CODE RED
Registration Number:	2156440	COMPLETE PHONE BOOK
Registration Number:	1915465	
Registration Number:	2908914	E.A.R.L. PRESS
Registration Number:	2638068	EARL PRESS
Registration Number:	2107429	FLAGLER/PALM COAST NEWS-TRIBUNE
Registration Number:	2593909	FUNCOAST REAL ESTATE
Registration Number:	2156441	GREATER ST. AUGUSTINE COMPLETE PHONE BOOK
Registration Number:	3287695	HUNT FIND BUY
Registration Number:	3504345	MYTOPIA CAFE
Registration Number:	3489926	MYTOPIA CAFE
Registration Number:	2179722	NEIGHBORS
Registration Number:	3117929	NEWS-JOURNAL CENTER

OP \$715.00 3348396

Registration Number:	3117927	NEWS-JOURNAL CENTER
Registration Number:	3117928	NEWS-JOURNAL CENTER
Registration Number:	2682257	NIE WORLD
Registration Number:	2714427	NJ DIRECT MARKETING
Registration Number:	2378614	RAPID AD DELIVERY
Registration Number:	2786810	SPEED READING
Registration Number:	2813386	SPEED READING
Registration Number:	3290072	THE DAYTONA BEACH NEWS-JOURNAL
Registration Number:	2694251	THE DAYTONA BEACH NEWS-JOURNAL
Registration Number:	2654564	THE INDEPENDENT VOICE OF VOLUSIA AND FLAGLER COUNTIES
Registration Number:	3610652	THREE8SIX
Registration Number:	3610653	THREE8SIX.COM
Registration Number:	2152073	VOLUSIA REVIEW
Registration Number:	2980345	VOLUSIA/FLAGLER BUSINESS REPORT

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-758-1509
Email: vwalker@pattonboggs.com
Correspondent Name: Vicky Walker
Address Line 1: 2000 McKinney Avenue, Suite 1700
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	009125.0158
NAME OF SUBMITTER:	Vicky Walker, Senior Paralegal
Signature:	/Vicky Walker/
Date:	04/27/2010

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated as of March 31, 2010, is made by Halifax Media Acquisition LLC, a Delaware limited liability company (the "Grantor") in favor of PNC Bank, National Association, as Agent (the "Agent") for each of the financial institutions from time to time party to the Credit Agreement referred to below (individually, each a "Lender" and collectively, the "Lenders").

WHEREAS, Grantor has entered into a Revolving Credit, Term Loan and Security Agreement, dated as of December 31, 2009 (as amended, restated, extended, joined, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used but not defined herein shall have the meanings specified in the Credit Agreement), with the Agent and the Lenders party thereto;

WHEREAS, under the terms of the Credit Agreement, Grantor has granted to Agent, for the benefit of the Lenders, a security interest in, among other property, all Intellectual Property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. Definitions. The following terms have the meanings set forth below:

(a) "Copyrights" means all of the following now owned or hereafter adopted or acquired by Grantor: (i) all copyrights (whether statutory or common law, whether established or registered in the United States or any other country or political subdivision thereof, whether registered or unregistered and whether published or unpublished), rights and interests in copyrights, works protectable by copyright, and General Intangibles of like nature, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof and all research and development relating to the foregoing, (ii) all reissues, extensions, continuations and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including damages and payments for past, present and future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements thereof.

(b) "Copyright License" means any and all rights now owned or hereafter acquired by Grantor under any written or oral agreement granting any right to use any Copyright or Copyright registration.

(c) "Patents" shall mean one or all of the following now or hereafter owned by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all letters patent of the

United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, (ii) all reissues, continuations, continuations-in-part, divisions, reexaminations or extensions of any of the foregoing, and (iii) all inventions disclosed in and claimed in the Patents and any and all trade secrets and know-how related thereto.

(d) “Patent License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: to the extent assignable by Grantor, any written agreement granting any right to make, use, sell and/or practice any invention or discovery that is the subject matter of a Patent.

(e) “Trademarks” shall mean one or all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: (i) all trademarks (whether registered or unregistered), trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(f) “Trademark License” shall mean all of the following now owned or hereafter acquired by Grantor or in which Grantor now has or hereafter acquires any rights: any written agreement granting any right to use any Trademark or Trademark registration.

SECTION 2. Grant of Security. Grantor hereby grants to the Agent, for the benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) all of its Patents and all Patent Licenses to which it is a party, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(iii) all of its Copyrights and all Copyright Licenses to which it is a party, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 3. Security for Obligations. The grant of a security interest in, the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 4. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. Execution in Counterparts. This IP Security 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.

SECTION 6. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas, without regard to principles of conflicts of laws thereof. Any judicial proceeding by Grantor against Agent or the Lenders involving any matter or claim in any way arising out of or related to the IP Security Agreement shall be brought only in Federal or state court located in the County of Dallas, State of Texas.

SECTION 8. USE AND PROTECTION OF COPYRIGHT, PATENT AND TRADEMARK COLLATERAL. Notwithstanding anything to the contrary contained herein, unless an Event of Default has occurred and is continuing, Agent shall from time to time execute and deliver, upon the written request of Grantor, any and all instruments, certificates or other documents, in the form so requested, necessary or appropriate in the judgment of Grantor to permit Grantor to continue to exploit, license, use, enjoy and protect its Copyrights, Patents and Trademarks.

IN WITNESS WHEREOF, each of the undersigned has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

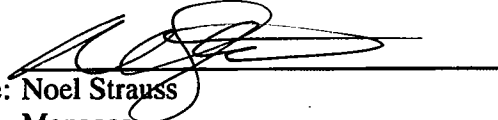
GRANTOR:

HALIFAX MEDIA ACQUISITION LLC

By:

Name: Noel Strauss

Title: Manager




[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 004193 FRAME: 0473

AGENT:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Ronald Eckhoff
Title: Vice President

ACKNOWLEDGMENT

STATE OF Arkansas :
 : SS
COUNTY OF Pulaski :

Before me, the undersigned, a Notary Public, on this 30th day of December, 2009, personally appeared Noel Strauss, to me known personally, who, being by me duly sworn, did say that he is the Manager of HALIFAX MEDIA ACQUISITION LLC, and that said Intellectual Property Security Agreement was signed on behalf of Grantor, by authority of its board of directors or analogous body, and the said Noel Strauss acknowledged said instrument to be his free act and deed.

MARY TACKETT
NOTARY PUBLIC-STATE OF ARKANSAS
FAULKNER COUNTY
My Commission Expires 10-01-2016
(SEAL) Commission # 12350938

Mary Tackett
Notary Public
My Commission Expires: 10-01-2016

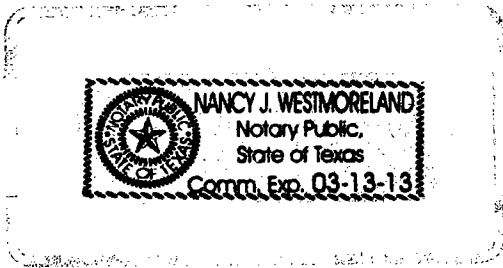
ACKNOWLEDGMENT

STATE OF TEXAS :
 : SS
COUNTY OF DALLAS :

Before me, the undersigned, a Notary Public, on this 17 day of December, 2009, personally appeared Ronald Eckhoff, to me known personally, who, being by me duly sworn, did say that he is the Vice President of PNC BANK, NATIONAL ASSOCIATION, and that said Intellectual Property Security Agreement was signed on behalf of PNC Bank, National Association, by authority of its board of directors or analogous body, and the said Ronald Eckhoff acknowledged said instrument to be his free act and deed.

Nancy J. Westmoreland
Notary Public
My Commission Expires:

(SEAL)



[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 004193 FRAME: 0476

SCHEDULE A
PATENTS AND PATENT LICENSES

None.

SCHEDULE B -

TRADEMARKS AND TRADEMARK LICENSES

Grantor owns the following material intellectual property. Grantor likely has ownership rights in other intellectual property such as would be obtained in the ordinary course of operating in the publishing industry.

Federal Trademark Registrations

<u>Mark</u>	<u>Status</u> <u>Int'l Class</u>	<u>Application</u> <u>Number</u>	<u>Registration</u> <u>Number/Date</u>
CODE RED	Registered 16	78/895353	3348396 04-Dec-2007
CODE RED	Registered 35	77/178415	3545814 16-Dec-2008
COMPLETE PHONE BOOK	Registered 16	75/227080	2156440 12-May-1998
Design only (computer & sun)	Renewed 38	74/548587 29-Aug-1995	1915465
E.A.R.L. PRESS & Design	Registered 21 & 25	76/010796 07-Dec-2004	2908914
EARL PRESS & Design	8 & 15 accepted 41	75/981684 22-Oct-2002	2638068
FLAGLER/PALM COAST NEWS- TRIBUNE	Registered 16	75/217516	2107429 21-Oct-1997
FUNCOAST REAL ESTATE	8 & 15 accepted 16, 35 & 42	76/145952 16-Jul-2002	2593909
GREATER ST. AUGUSTINE COMPLETE PHONE BOOK	Registered 16	75/227081	2156441 12-May-1998
HUNT FIND BUY	Registered 35	77/053713 04-Sep-2007	3287695
MYTOPIA CAFE	Registered 42	77/377488 23-Sep-2008	3504345
MYTOPIA CAFE	Registered 41	77/259557 19-Aug-2008	3489926
NEIGHBORS	Registered 16	75/217513	2179722 04-Aug-1998
NEWS-JOURNAL CENTER	Registered 43	78/324493	3117929 18-Jul-2006

NEWS-JOURNAL CENTER	Registered 35	78/324491	3117927 18-Jul-2006
NEWS-JOURNAL CENTER	Registered 41	78/324492	3117928 18-Jul-2006
NIE WORLD	Registered 41 & 42	76/075847	2682257 04-Feb-2003
NJ DIRECT MARKETING	Registered 35	76/308860	2714427 06-May-2003
RAPID AD DELIVERY & Design	8 & 15 accepted 35	75/563807 22-Aug-2000	2378614
SPEED READING	Registered 16	75/981300 25-Nov-2003	2786810
SPEED READING	Registered 41	76/123016 10-Feb-2004	2813386
THE DAYTONA BEACH NEWS- JOURNAL (stylized)	Registered 16 (35 cancelled)	77/059844	3290072 11-Sep-2007
THE DAYTONA BEACH NEWS- JOURNAL	Registered 16	76/354994	2694251 04-Mar-2003
THE INDEPENDENT VOICE OF VOLUSIA AND FLAGLER COUNTIES	Registered 16 & 42	78/100229	2654564 26-Nov-2002
THREE8SIX	Registered 35, 41 & 45	77/549000	3610652 21-Apr-2009
THREE8SIX.COM	Registered 35, 41 & 45	77/549001	3610653 21-Apr-2009
VOLUSIA REVIEW	Registered 16	75/227079	2152073 21-Apr-1998
VOLUSIA/FLAGLER BUSINESS REPORT	Registered 16	78/484709	2980345 26-Jul-2005

State of Florida Trademark Registrations

<u>Mark</u>	<u>Status Int'l Class</u>	<u>Registration Number/Date</u>
CODE RED	Registered 16 & 35	T06000001619 15-Dec-2006
COMPLETE PHONE BOOK	Registered 16	T97000000111 03-Feb-1997
E.A.R.L. & Design of a cartoon character computer with a tie, glasses, and hat with a tag on it with the word "Press"	Registered 9, 16 & 42	T00000000338 24-Mar-2000
E.A.R.L. & Design of a cartoon character computer with a tie, glasses, and hat with a tag on it with the word "Press"	Registered 21 & 25	T06000001620 15-Dec-2006
FLAGLER/PALM COAST NEWS-TRIBUNE	Registered 16	T97000000210 25-Feb-1997
FUNCOAST REAL ESTATE	Registered 16, 35, 41 & 42	T00000001339 15-Dec-2000
FUNCOASTING	Registered 16 & 35	T01000000780 20-Jul-2001
GREATER ST. AUGUSTINE COMPLETE PHONE BOOK	Registered 16	T97000000203 25-Feb-1997
NEIGHBORS	Registered 16	T97000000572 23-May-1997
NEWS-JOURNAL CENTER	Registered 35, 41 & 42	T06000001624 15-Dec-2006
NIeworld	Registered 9, 16, 41 & 42	T00000000673 19-Jun-2000
NJ DIRECT MARKETING	Registered 35	T06000001623 15-Dec-2006
PENNYSAVER (word together with a male figure with money on and about the figure)	Registered 16	924237 06-Apr-1981
PENNYSAVER (written script and outlined)	Registered 16	T97000000208 27-Feb-1997
RAPID AD DELIVERY & Design	Registered 35	T06000001622 15-Dec-2006
SPEED READING	Registered 16	T06000001621 15-Dec-2006

THE DAYTONA BEACH NEWS- JOURNAL & Design (2-line)	Registered 35 & 42	T01000001222 04-Dec-2001
THE DAYTONA BEACH NEWS- JOURNAL & Design (3-line)	Registered 16, 35 & 42	T01000001221 04-Dec-2001
THE INDEPENDENT VOICE OF VOLUSIA AND FLAGLER COUNTIES	Registered 16 & 42	T01000001223 04-Dec-2001
VOLUSIA REVIEW	Registered 16	T97000000202 25-Feb-1997

State of Florida Fictitious Name Registrations

<u>Name</u>	<u>Registration Date</u>	<u>Registration Number</u>
FLAGLER/PALM COAST NEWS- TRIBUNE	06-Jan-1997	G97006900057
GREATER ST. AUGUSTINE PHONE BOOK	04-Jan-2006	G06004900742
NEIGHBORS	06-Jan-1997	G97006900056
NJ DIRECT MARKETING	26-Dec-2001	G01360900398
PENNYSAVER	06-Jan-1997	G97006900055
THE COMPLETE PHONE BOOK	18-Dec-1992	G92353000476
VOLUSIA REVIEW	31-Jan-2002	G02031900098
VOLUSIA/FLAGLER BUSINESS REPORT	20-Sep-2004	G04264900307
WEST VOLUSIA PENNYSAVER	04-Jan-2006	G06004900753

**SCHEDULE C
COPYRIGHTS AND COPYRIGHT LICENSES**

Grantor owns the following copyright applications and registration. Grantor likely has protectable copyright interests in other original published and un-published works assigned to Grantor pursuant to the Acquisition Agreement (as defined in the Credit Agreement).

<u>Copyright</u>	<u>Owner</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Date of Publication of First and Last Issues in Group</u>
THE DAYTONA BEACH NEWS-JOURNAL	NJC	November 24, 2009	TX 6-700-164	October 15, 2009	September 1, 2009 – September 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	October 15, 2009	TX 6-685-657	October 15, 2009	August 1, 2009 – August 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	September 6, 2009	TX 6-685-697	September 6, 2009	July 1, 2009 – July 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	August 13, 2009	TX 6-685-231	August 13, 2009	June 1, 2009 – June 30, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	July 16, 2009	TX 6-683-982	July 16, 2009	May 1, 2009 – May 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	June 11, 2009	TX 6-679-367	June 11, 2009	April 1, 2009 – April 30, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	June 11, 2009	TX 6-679-356	June 11, 2009	March 1, 2009 – March 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	May 21, 2009	TX 6-679-489	May 21, 2009	February 1, 2009 – February 28, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	April 28, 2009	TX 6-679-520	April 28, 2009	January 1, 2009 – January 31, 2009
THE DAYTONA BEACH NEWS-JOURNAL	NJC	April 1, 2009	TX 6-631-655	April 1, 2009	December 1, 2008 – December 31, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	February 9, 2009	TX 6-631-825	February 9, 2009	November 1, 2008 – November 30, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	January 5, 2009	TX 6-665-075	January 5, 2009	October 1, 2008 – October 31, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	November 6, 2008	TX 6-665-143	November 6, 2008	September 1, 2008 – September 30, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	September 29, 2008	TX 6-685-289	September 29, 2008	August 1, 2008 – August 31, 2008
THE DAYTONA BEACH NEWS-	NJC	September 25, 2008	TX 6-662-597	September 25, 2008	July 1, 2008 – July 31, 2008

<u>Copyright</u>	<u>Owner</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Date of Publication of First and Last Issues in Group</u>
JOURNAL					
THE DAYTONA BEACH NEWS-JOURNAL	NJC	August 15, 2008	TX 6-662-651	August 15, 2008	June 1, 2008 – June 30, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	July 18, 2008	TX 6-664-760	July 18, 2008	May 1, 2008– May 31, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	June 19, 2008	TX 6-661-253	June 19, 2008	April 1, 2008– April 30, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	May 6, 2008	TX 6-662-603	May 6, 2008	March 1, 2008 – March 31, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	May 6, 2008	TX 6-662-453	May 6, 2008	February 1, 2008 – February 29, 2008
THE DAYTONA BEACH NEWS-JOURNAL	NJC	March 3, 2008	TX 6-648-699	March 3, 2008	January 1, 2008 – January 31, 2008, 2008

Exhibits to Intellectual Property Security Agreement
009125.0100/541249A