

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
McClatchy USA, Inc.		05/21/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N. A., as Administrative Agent
Street Address:	800 Fifth Avenue, Floor 17
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	Bank - National Association: UNITED STATES

Name:	The Bank of New York Mellon Trust Company, N. A., as Collateral Agent
Street Address:	700 South Flower Street, Suite 500
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90017
Entity Type:	Bank - National Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	77957688	PROJECT WARMTH
Serial Number:	85027681	ARLINGTON CITIZEN-JOURNAL

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3127018352
 Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,
 ejpalmer@mayerbrown.com
 Correspondent Name: Erick J. Palmer

900164100

**TRADEMARK
 REEL: 004220 FRAME: 0803**

OP \$65.00 77957688

Address Line 1: P. O. Box 2828
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	04262717 EJP
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/ejp/
Date:	06/03/2010

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 21, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of (i) Bank of America, N.A. ("BofA"), as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and Swing Line Lender and as L/C Issuer (each as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Bank Security Agreement referred to below) (the "Bank Secured Parties"), and (ii) The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Notes Security Agreement referred to below) (the "Notes Secured Parties").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 27, 2006 as amended by Amendment No. 1 to Credit Agreement, dated as of March 28, 2007, Amendment No. 2 to Credit Agreement, dated as of July 19, 2007, Amendment No. 3 to Credit Agreement, dated as of March 28, 2008, Amendment No. 4 to Credit Agreement, dated as of September 26, 2008, Amendment No. 5 to Credit Agreement, dated as of May 20, 2009, and as further amended and restated by that certain Amended and Restated Credit Agreement dated as of February 11, 2010 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") among the The McClatchy Company (the "Company"), the Lenders from time to time party thereto, and BofA, as Administrative Agent for the Lenders and as Swing Line Lender and L/C Issuer, the Lenders, the Swing Line Lender and the L/C Issuer have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, the Company, its subsidiaries party thereto as guarantors and The Bank of New York Mellon Trust Company, N.A., as trustee and as Collateral Agent, have entered into that certain Indenture dated as of February 11, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture") pursuant to which the Company has issued \$875,000,000 aggregate principal amount of its 11.50% Senior Secured Notes due 2017 (together with any Additional Notes or Exchange Notes (each as defined in the Indenture) issued pursuant to the Indenture, the "Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed (i) pursuant to a Security Agreement dated as of September 26, 2008 in favor of the Administrative Agent (the "Bank Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) (the "Bank Obligations") of the Company and (ii) pursuant to a Security Agreement dated as of February 11, 2010 in favor of the Collateral Agent for the benefit of the Notes Secured Parties (the "Notes Security Agreement"), to guarantee the Secured Obligations (as defined in the Notes Security Agreement) (the "Notes Obligations") of the Grantors; and

WHEREAS, all of the Grantors are party to the Security Agreements pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to evidence the short-form intellectual property security agreements required pursuant to each Security Agreement, each Grantor hereby agrees as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Security Agreements.

(b) The following terms shall have the following meanings:

“Agents” means, collectively, the Administrative Agent and the Collateral Agent.

“Obligations” means, collectively, the Bank Obligations and the Notes Obligations.

“Secured Parties” means, collectively, the Bank Secured Parties and the Notes Secured Parties.

“Security Agreements” means, collectively, the Bank Security Agreement and the Notes Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agents for the benefit of the Secured Parties, and grants to Agents for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to each Agent pursuant to the applicable Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of each Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the applicable Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

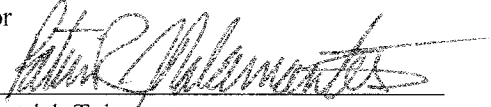
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

Very truly yours,

McClatchy USA, Inc.,
as Grantor

All By: 
Name: Patrick Talamantes
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

None

2. TRADEMARK APPLICATIONS

MARK	OWNER NAME	REG #	REG DATE
PROJECT WARMTH	McClatchy U.S.A., Inc.	77/957688	filed 3/12/10
ARLINGTON CITIZEN-JOURNAL	McClatchy U.S.A., Inc.	85/027681	filed 4/30/10