

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACM CHESAPEAKE, LLC		06/29/2010	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, AS SECOND LIEN COLLATERAL AGENT		
Street Address:	200 Bay Street, 12th Floor		
Internal Address:	Royal Bank Plaza, South Tower		
City:	Toronoto		
State/Country:	CANADA		
Postal Code:	M5J2W7		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77884103	THE BARGAINEER	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	015605-0176		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

OP \$40.00 77884103

900166477

**TRADEMARK
 REEL: 004238 FRAME: 0577**

Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Kristin J. Azcona

Signature:

/kja/

Date:

07/08/2010

Total Attachments: 10

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Second Lien Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, (this “**Trademark Security Agreement**”) dated as of June 29, 2010, by and among ACM CHESAPEAKE, LLC, a Maryland limited liability company, located at 29088 Airpark Dr., Easton, MD 21601; ALICE NEWSPAPERS, INC., a Texas corporation, located at 405 E. Main St., Alice, TX 78332; BROWNWOOD NEWSPAPERS, INC., a Texas corporation, located at 700 Carnegie, Brownwood, TX 76801; COMMUNITY PUBLICATIONS, INC., a Minnesota corporation, located at 131 W. Lake St., Chisholm, MN 55719; ERATH PUBLISHERS, INC., a Texas corporation, located at 590 South Loop, Stephenville, TX 76401; GRAND RAPIDS NEWSPAPERS INC., a Minnesota corporation, located at 301 NW 1st Ave., Grand Rapids, MN 55746; MANNEY’S SHOPPER, INC., a Minnesota corporation, located at 2142 1st Avenue, Hibbing, MN 55746; MIAMI NEWSPAPERS, INC., a Oklahoma corporation, located at 14 First Avenue, Miami, OK 74354; WAXAHACHIE NEWSPAPERS, INC., a Texas corporation, located 200 W Marvin., Waxahachie, TX 75165; and VALLEY NEWSPAPERS HOLDINGS, LP, a Delaware limited partnership, located at 1811 N. 23rd Street, McAllen, TX 78501 (individually, a “**Pledgor**”, and, collectively, the “**Pledgors**”), in favor of ROYAL BANK OF CANADA, a bank organized in Canada, located at 200 Bay Street, 12th Floor, Royal Bank Plaza, South Tower, Toronto, Ontario M5J 2W7, in its capacity as second lien collateral agent (together with its successors in such capacity, the “**Second Lien Collateral Agent**”) pursuant to the Second Lien Credit Agreement (such term and each other capitalized term used but not defined herein having the meaning given to it in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, the Pledgors, among others, are party to an Amended and Restated Security Agreement of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Second Lien Collateral Agent, pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Second Lien Collateral Agent, for the benefit of the applicable Second Lien Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgors hereby agree with the Second Lien Collateral Agent as follows:

SECTION 1. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants, as collateral security for the payment and performance in full of all such Pledgor’s Second Lien Secured Obligations, to the Second Lien Collateral Agent for the benefit of the Second Lien Secured Parties, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor, wherever located, and whether now existing or hereafter existing or acquired from time to time:

(a) all trademarks, service marks, slogans, logos, collective marks, certification marks, trade dress, uniform resource locators (URL’s), domain names, corporate names, trade names, fictitious business names, logos, and other source or business identifiers, designs and general intangibles of a like nature, of such Pledgor, whether registered or unregistered, owned by or assigned to such Pledgor and all registrations and applications for the foregoing and all common-law rights related thereto, and all common law rights corresponding thereto throughout the world including but not limited to registrations and applications for any of the foregoing listed in Schedule I attached hereto, together with any and all (i) goodwill symbolized by the foregoing, (ii) rights and privileges arising under applicable law with respect to such Pledgor’s use of any of the foregoing, (iii) extensions and renewals of the foregoing, (iv) income,

fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including without limitation licenses, royalties, income, and damages, claims and payments for past, present or future infringements thereof, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements thereof or for any injury to goodwill, in each case other than any trademark applications filed in the United States Patent and Trademark Office on the basis of such Pledgor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, *et seq.*), whereupon such trademark application will be deemed automatically included in the Collateral, to the extent that granting the Security Interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application;

(b) all goodwill associated with such Trademarks;

(c) all Intellectual Property Licenses of such Pledgor relating to Trademarks; and

(d) to the extent not covered by the foregoing, all proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, any and all proceeds of any insurance, indemnity, warranty or guaranty payable to such Pledgor from time to time with respect to any of the foregoing.

SECTION 2. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the Security Interests granted to the Second Lien Collateral Agent pursuant to the Security Agreement and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Second Lien Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Second Lien Collateral Agent shall otherwise determine.

SECTION 3. Termination. Upon the payment in full of the Second Lien Secured Obligations, and the termination of the Security Agreement, the Second Lien Collateral Agent shall, subject to the terms of the Intercreditor Agreement and upon the request and at the sole cost and expense of the Pledgors, assign, transfer and deliver to the Pledgors, against receipt and without recourse to or warranty by the Second Lien Collateral Agent except as to the fact that the Second Lien Collateral Agent have not encumbered the released assets, an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in such of the Trademarks under this Trademark Security Agreement or any part thereof to be released (in the case of a release) as may be in possession of the Second Lien Collateral Agent and as shall not have been sold or otherwise applied pursuant to the terms hereof, and, with respect to any other Trademark, proper documents and instruments (including UCC-3 termination financing statements or releases) acknowledging the termination hereof or the release of such Trademarks, as the case may be.

SECTION 4. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts via telecopy or electronic transmission (including .tif or .pdf).

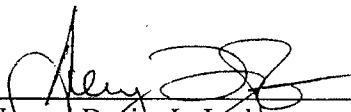
SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of June 29, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”), among Royal Bank of Canada (together with its successors and assigns, “**RBC**”), as Second Lien Collateral Agent and RBC, as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

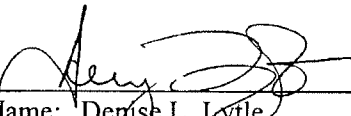
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

PLEDGORS:

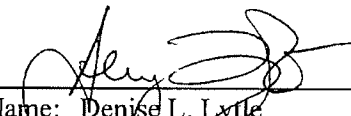
**VALLEY NEWSPAPERS HOLDINGS, LP, as
Pledgor**

By: 
Name: Denise L. Lytle
Title: Sr. Vice President

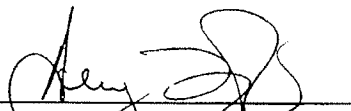
ALICE NEWSPAPERS, INC., as Pledgor

By: 
Name: Denise L. Lytle
Title: Sr. Vice President

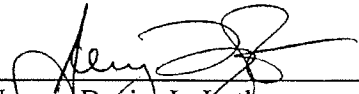
**BROWNWOOD NEWSPAPERS INC., as
Pledgor**

By: 
Name: Denise L. Lytle
Title: Sr. Vice President

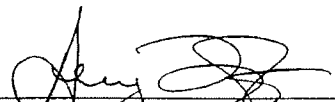
**COMMUNITY PUBLICATIONS INC., as
Pledgor**

By: 
Name: Denise L. Lytle
Title: Sr. Vice President

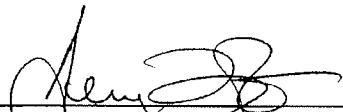
ERATH PUBLISHERS, INC., as Pledgor

By: 
Name: Denise L. Lytle
Title: Sr. Vice President

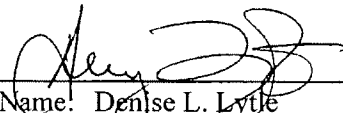
WAXAHACHIE NEWSPAPERS, INC., as Pledgor

By: 
Name: Denise L. Lytle
Title: Sr. Vice President

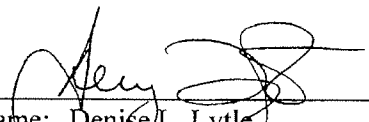
MIAMI NEWSPAPERS, INC., as Pledgor

By: 
Name: Denise L. Lytle
Title: Sr. Vice President

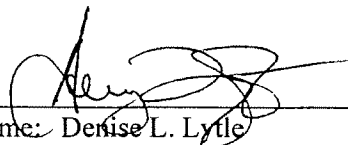
MANNEY'S SHOPPER, INC., as Pledgor

By: 
Name: Denise L. Lytle
Title: Sr. Vice President

GRAND RAPIDS NEWSPAPERS INC., as Pledgor

By: 
Name: Denise L. Lytle
Title: Sr. Vice President

ACM CHESAPEAKE, LLC, as Pledgor

By: 
Name: Denise L. Lytle
Title: Sr. Vice President

NY\1659802

[Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 004238 FRAME: 0584

Accepted and Agreed:

ROYAL BANK OF CANADA,
as First Lien Collateral Agent

By: 
Name: _____
Title: Ann Hurley
Manager, Agency

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

A. OWNER OF RECORD: Alice Newspapers, Inc.

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
Alice Echo-News Journal (formerly Alice Echo-News)	Common Law Trademark		
Alice Echo-News	1,613,783 – Federal	September 18, 1990	June 30, 1989
Alice Echo-News	6022117 – State (TX)	March 20, 2001	-----
The Alice Journal	Common Law Trademark		
The Freer Press	800080060 – State (TX)	July 25, 2002	
The Kingsville Journal	Common Law Trademark		
The Premont Journal	Common Law Trademark		
Nosotros	800114123 – State (TX)	August 1, 2002	
Orange Grove Journal	Common Law Trademark		

B. OWNER OF RECORD: Brownwood Newspapers, Inc.

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
Brownwood Bulletin	2,612,145 – Federal	August 27, 2002	March 19, 2001
Brownwood Bulletin	60223– State (TX)	March 20, 2001	-----
The Ballinger Ledger	Common Law Trademark		
The Winters Enterprise	Common Law Trademark		
Brown County Trading Post	Common Law Trademark		

C. OWNER OF RECORD: Community Publications Inc.

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
Living's Great!	66615 – State (OH)	March 28, 1990	-----

D. OWNER OF RECORD: Erath Publishers, Inc.

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
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Stephenville				
Empire-Tribune	1,616,691 – Federal	October 9, 1990	June 30, 1989	
Stephenville				
Empire-Tribune	6022017 – State (TX)	March 20, 2001		
Stephenville News Plus	4972717 – State (TX)	October 6, 1989 (expired)		
Cross Timbers Trading Post	49964 – State (TX)	January 2, 1990		-----
Central Texas Outdoors	55506 – State (TX)	April 2, 1996		-----
Glen Rose Reporter	Common Law Trademark			

E. OWNER OF RECORD: Grand Rapids Newspapers Inc.

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
Herald Review Plus	17061 – State (MN)	December 19, 1990	
Itasca Shopper	17062 – State (MN)	December 19, 1990	
Herald Review	17060 – State (MN)	December 19, 1990	

F. OWNER OF RECORD: Manney's Shopper, Inc.

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
Manney's & design	15842 – State (MN)	March 21, 1990	
Manney's (stylized)	n/a – State (WI)	March 7, 1990	

G. OWNER OF RECORD: Miami Newspapers, Inc.

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
Miami News-Record	1,671,086 – Federal	January 7, 1992	June 30, 1989
Miami News-Record	12002170 – State (OK)	December 21, 1994	-----
Miami News-Record Plus	27850 – State (OK)	March 11, 1996	
Tri-State Tribune	Common Law Trademark		
Columbus Advocate	Common Law Trademark		
The Baxter Springs News	Common Law Trademark		
The Grove Sun Daily	Common Law Trademark		
The Delaware County Journal	Common Law Trademark		

H. OWNER OF RECORD: Waxahachie Newspapers, Inc.

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
Waxahachie Daily Light	1,648,116 – Federal	June 18, 1991	June 30, 1989
Waxahachie Daily Light	6022217 – State (TX)	March 20, 2001	-----
Ennis Journal	2,548,631 – Federal	March 12, 2002	May 24, 2001
Hearne Democrat	800094004 – State (TX)	June 12, 2002	
Franklin Advocate	800093995 – State (TX)	June 12, 2002	
Calvert Tribune	800093992 – State (TX)	June 12, 2002	

Robertson County Booster	800093991 – State (TX)	June 12, 2002
Ellis County Chronicle	Common Law Trademark	
Italy News-Herald	Common Law Trademark	
The Alvarado Post	Common Law Trademark	
The Midlothian Mirror	800080061 – State (TX)	April 23, 2002
Daily Light Shopper	Common Law Trademark	

I. OWNER OF RECORD: Valley Newspapers Holdings, LP

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
Valley Town Crier	800337371 – State (TX)	May 4, 2004	
Bargain Book	800492015 – State (TX)	May 11, 2005	
The Bargain Book	4100217 – State (TX)	November 10, 1982	
Winter Texan	800491998 – State (TX)	May 11, 2005	
Valley Town Crier Winter Texan Shopping Guide	4795817 – State (TX) (expired)	November 9, 1987	
For the Record	800492011 – State (TX)	May 11, 2005	
Bargain Book – Your Award Winning Publication	Common Law Trademark		
The Edinburg Review	Common Law Trademark		
Rio Grande Herald	Common Law Trademark		
The Fannin County Special	Common Law Trademark		
Bonham Journal	Common Law Trademark		
Adsack	3,213,202 – Federal	Feb. 27, 2007	May 4, 2006
Nueces County Record Star	Common Law Trademark		

J. OWNER OF RECORD: ACM Chesapeake, LLC

<u>Trademark Name</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>	<u>Filing Date</u>
The Bargaineer	77884103 – Federal		Dec. 2, 2009