

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
The Associated Press		03/15/2011	Non-for-profit Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative Agent
Street Address:	901 Main Street, 14th Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	Bank - National Association: UNITED STATES

PROPERTY NUMBERS Total: 68

Property Type	Number	Word Mark
Registration Number:	1304192	AG WATCH
Registration Number:	1221629	AGWATCH
Registration Number:	1288958	AP
Registration Number:	1294980	AP
Registration Number:	1280222	AP
Registration Number:	1287428	AP
Registration Number:	0755564	AP
Registration Number:	3084181	AP ACCESSA
Registration Number:	1934960	AP ADSEND
Registration Number:	1234025	AP ASSOCIATED PRESS
Registration Number:	1666102	AP GRAPHICSBANK
Registration Number:	3171915	AP IMAGES
Registration Number:	2019764	AP MEGASPORTS
Registration Number:	1420610	AP NETWORK NEWS

OP \$1715.00 1304192

900186475

TRADEMARK
REEL: 004496 FRAME: 0592

Registration Number:	1898004	AP NEWSCENTER
Registration Number:	1761712	AP NEWSDESK
Registration Number:	1569444	AP NEWSDESK
Registration Number:	1480022	AP ONLINE
Registration Number:	1873404	AP PHOTOEXPRESS
Registration Number:	3359833	AP PLANNER
Registration Number:	2335283	AP PRIMECUTS
Registration Number:	2632078	AP SOUNDBANK
Registration Number:	3129583	AP SPORTSPOWER
Registration Number:	3129584	AP SPORTSPOWER MAX
Registration Number:	1312658	AP TV WIRE
Registration Number:	1303135	APTV
Registration Number:	1359712	ASSOCIATED PRESS
Registration Number:	1336023	ASSOCIATED PRESS
Registration Number:	1221628	BUSINESSWATCH
Registration Number:	1297027	DIVERSIONS
Registration Number:	2257559	ENPS
Registration Number:	2290392	ENPS
Registration Number:	2081400	GRAND CENTRAL STOCKS
Registration Number:	1666982	GRAPHICSBANK
Registration Number:	1758966	GRAPHICSNET
Registration Number:	1333680	NEWS MINUTE
Registration Number:	1221625	NEWSMINUTE
Registration Number:	1370626	NEWSPower
Registration Number:	1724279	PHOTOSTREAM
Registration Number:	1284754	PORTFOLIO
Registration Number:	2338025	PRIMECUTS
Registration Number:	1341536	SPORTS LOG
Registration Number:	1331983	SPORTS LOG
Registration Number:	1333682	SPORTS MINUTES
Registration Number:	1298148	SPORTS WATCH
Registration Number:	1221627	SPORTSMINUTE
Registration Number:	3200863	SPORTSPOWER
Registration Number:	1221626	SPORTSWATCH
Registration Number:	2025870	STOCKSPAGE

TRADEMARK

REEL: 004496 FRAME: 0593

Registration Number:	0411547	THE ASSOCIATED PRESS
Registration Number:	3232716	THE ESSENTIAL GLOBAL NEWS NETWORK
Registration Number:	1342502	THE NATION'S WEATHER
Registration Number:	2154503	THE WIRE
Registration Number:	2153327	THE WIRE
Registration Number:	2156050	THE WIRE NEWS FROM THE ASSOCIATED PRESS
Registration Number:	3580964	THINKING OUTSIDE THE STOX
Registration Number:	1323766	TODAY IN HISTORY
Registration Number:	1328433	TODAY IN HISTORY
Registration Number:	1237269	WIDE WORLD
Serial Number:	77487781	
Serial Number:	77487778	
Serial Number:	77487785	
Serial Number:	77959586	AP GATEWAY
Serial Number:	77487790	
Serial Number:	77487797	
Serial Number:	85086051	ICIRCULAR
Serial Number:	85086053	ICIRCULAR
Serial Number:	85086054	ICIRCULAR

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3127018623
Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com,
rassmus@mayerbrown.com
Correspondent Name: Richard M. Assmus
Address Line 1: P. O. Box 2828
Address Line 4: Chicago, ILLINOIS 606902828

ATTORNEY DOCKET NUMBER:	04367839 RMA
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/rma/
Date:	03/15/2011

Total Attachments: 10

source=04367839 The Associated Press Trademark Security Agreement - Executed#page1.tif

source=04367839 The Associated Press Trademark Security Agreement - Executed#page2.tif

TRADEMARK

REEL: 004496 FRAME: 0594

source=04367839 The Associated Press Trademark Security Agreement - Executed#page3.tif
source=04367839 The Associated Press Trademark Security Agreement - Executed#page4.tif
source=04367839 The Associated Press Trademark Security Agreement - Executed#page5.tif
source=04367839 The Associated Press Trademark Security Agreement - Executed#page6.tif
source=04367839 The Associated Press Trademark Security Agreement - Executed#page7.tif
source=04367839 The Associated Press Trademark Security Agreement - Executed#page8.tif
source=04367839 The Associated Press Trademark Security Agreement - Executed#page9.tif
source=04367839 The Associated Press Trademark Security Agreement - Executed#page10.tif

EXECUTION COPY

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 15, 2011 (this "Agreement"), is made by THE ASSOCIATED PRESS, a not-for-profit corporation organized under the laws of the State of New York (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of March 15, 2011 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the various financial institutions and other Persons from time to time party thereto and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a US Pledge and Security Agreement, dated as of March 15, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired,

whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License");

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (v) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the

case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Company. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.


SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first above written.

THE ASSOCIATED PRESS

By: 
Name: Kenneth Dale
Title: Senior Vice President and Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first above written.

THE ASSOCIATED PRESS

By: _____
Name:
Title:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Name: **Fani Davidson**
Title: **Assistant Vice President**

SCHEDULE I
to Trademark Security Agreement

Trademarks

THE ASSOCIATED PRESS

Trademark	Country or State	Application Number	Registration Number	Application Date	Registration Date
	United States	77487781		30-MAY-2008	
	United States	77487778		30-MAY-2008	
	United States	77487785		30-MAY-2008	
AG WATCH	United States	73443189	1304192	12-SEP-1983	06-NOV-1984
AGWATCH	United States	73293008	1221629	14-JAN-1981	28-DEC-1982
AP	United States	73420453	1288958	07-APR-1983	07-AUG-1984
AP	United States	73408832	1294980	10-JAN-1983	11-SEP-1984
AP	United States	73408464	1280222	07-JAN-1983	29-MAY-1984
AP	United States	73408498	1287428	07-JAN-1983	24-JUL-1984
AP	United States	72163922	0755564	05-MAR-1963	27-AUG-1963
AP ACCESSA	United States	76616612	3084181	14-OCT-2004	25-APR-2006
AP ADSEND	United States	74542501	1934960	27-JUN-1994	14-NOV-1995
AP ASSOCIATED PRESS	United States	73319944	1234025	20-JUL-1981	05-APR-1983

Trademark	Country or State	Application Number	Registration Number	Application Date	Registration Date
AP GATEWAY	United States	77959586		16-MAR-2010	
AP GRAPHICSBANK	United States	74077381	1666102	11-JUL-1990	26-NOV-1991
AP IMAGES	United States	76619868	3171915	08-NOV-2004	14-NOV-2006
AP MEGASPORTS	United States	74619320	2019764	09-JAN-1995	26-NOV-1996
AP NETWORK NEWS	United States	73592369	1420610	09-APR-1986	09-DEC-1986
AP NEWSCENTER	United States	74362643	1898004	01-MAR-1993	06-JUN-1995
AP NEWSDESK	United States	73790443	1761712	03-APR-1989	30-MAR-1993
AP NEWSDESK	United States	73790444	1569444	03-APR-1989	05-DEC-1989
AP ONLINE	United States	73667711	1480022	22-JUN-1987	08-MAR-1988
AP PHOTOEXPRESS	United States	74338382	1873404	09-DEC-1992	10-JAN-1995
AP PLANNER	United States	78963574	3359833	30-AUG-2006	25-DEC-2007
AP PRIMECUTS	United States	75634739	2335283	05-FEB-1999	28-MAR-2000
AP SOUNDBANK	United States	75515834	2632078	09-JUL-1998	08-OCT-2002
AP SPORTSPower	United States	78705196	3129583	01-SEP-2005	15-AUG-2006
AP SPORTSPower MAX	United States	78705217	3129584	01-SEP-2005	15-AUG-2006
AP TV WIRE	United States	73457475	1312658	19-DEC-1983	01-JAN-1985

Trademark	Country or State	Application Number	Registration Number	Application Date	Registration Date
APT V	United States	73457727	1303135	19-DEC-1983	30-OCT-1984
ASSOCIATED PRESS	United States	73408858	1359712	10-JAN-1983	10-SEP-1985
ASSOCIATED PRESS	United States	73408855	1336023	10-JAN-1983	14-MAY-1985
BUSINESSWATCH	United States	73293004	1221628	14-JAN-1981	28-DEC-1982
Design Only	United States	77487790		30-MAY-2008	
Design Only	United States	77487797		30-MAY-2008	
DIVERSIONS	United States	73443190	1297027	12-SEP-1983	18-SEP-1984
ENPS	United States	75214979	2257559	18-DEC-1996	29-JUN-1999
ENPS	United States	75214998	2290392	18-DEC-1996	02-NOV-1999
GRAND CENTRAL STOCKS	United States	75137308	2081400	19-JUL-1996	22-JUL-1997
GRAPHICSBANK	United States	74088530	1666982	16-AUG-1990	03-DEC-1991
GRAPHICSNET	United States	74285403	1758966	15-JUN-1992	16-MAR-1993
ICIRCULAR	United States	85086051		15-JUL-2010	
ICIRCULAR	United States	85086053		15-JUL-2010	
ICIRCULAR	United States	85086054		15-JUL-2010	
NEWS MINUTE	United States	73442883	1333680	09-SEP-1983	30-APR-1985

Trademark	Country or State	Application Number	Registration Number	Application Date	Registration Date
NEWSMINUTE	United States	73292955	1221625	14-JAN-1981	28-DEC-1982
NEWSPower	United States	73481208	1370626	21-MAY-1984	12-NOV-1985
PHOTOSTREAM	United States	74248897	1724279	24-FEB-1992	13-OCT-1992
PORTFOLIO	United States	73420455	1284754	07-APR-1983	03-JUL-1984
PRIMECUTS	United States	75634732	2338025	05-FEB-1999	04-APR-2000
SPORTS LOG	United States	73442880	1341536	09-SEP-1983	11-JUN-1985
SPORTS LOG	United States	73412650	1331983	07-FEB-1983	23-APR-1985
SPORTS MINUTES	United States	73443114	1333682	09-SEP-1983	30-APR-1985
SPORTS WATCH	United States	73443113	1298148	09-SEP-1983	25-SEP-1984
SPORTSMINUTE	United States	73292981	1221627	14-JAN-1981	28-DEC-1982
SPORTSPower	United States	78695242	3200863	18-AUG-2005	23-JAN-2007
SPORTSWATCH	United States	73292958	1221626	14-JAN-1981	28-DEC-1982
STOCKSPAGE	United States	74553859	2025870	26-JUL-1994	24-DEC-1996
THE ASSOCIATED PRESS	United States	71466422	0411547	10-JAN-1944	23-JAN-1945
THE ESSENTIAL GLOBAL NEWS NETWORK	United States	78757040	3232716	18-NOV-2005	24-APR-2007
THE NATION'S WEATHER	United States	73415836	1342502	07-FEB-1983	18-JUN-1985

Trademark	Country or State	Application Number	Registration Number	Application Date	Registration Date
THE WIRE	United States	75086567	2154503	10-APR-1996	05-MAY-1998
THE WIRE	United States	75086568	2153327	10-APR-1996	28-APR-1998
THE WIRE NEWS FROM THE ASSOCIATED PRESS	United States	75086562	2156050	10-APR-1996	12-MAY-1998
THINKING OUTSIDE THE STOX	United States	77002103	3580964	19-SEP-2006	24-FEB-2009
TODAY IN HISTORY	United States	73442959	1323766	09-SEP-1983	05-MAR-1985
TODAY IN HISTORY	United States	73413000	1328433	10-FEB-1983	02-APR-1985
WIDE WORLD	United States	73379069	1237269	09-AUG-1982	10-MAY-1983
THE ASSOCIATED PRESS OR AP	Washington State	N/A	1083	N/A	N/A