

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
Philadelphia Media Network, Inc.		10/08/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Utah		
Street Address:	200 E. South Temple		
Internal Address:	Ste 210		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76690176	PHILLY.COM	
CORRESPONDENCE DATA			
Fax Number:	(202)887-4288		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-887-4103		
Email:	lgeyer@akingump.com		
Correspondent Name:	Laura Talley Geyer		
Address Line 1:	1333 New Hampshire Ave, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-1564		
ATTORNEY DOCKET NUMBER:	689026.0010		
NAME OF SUBMITTER:	Laura Talley Geyer		
Signature:	/Laura Talley Geyer/		
Date:	03/28/2011		

CH \$40.00 76690176

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“Agreement”), dated as of October 8, 2010, is entered into by and among PHILADELPHIA MEDIA NETWORK INC., a Delaware corporation (formerly known as PN Purchaser Co, LLC) (“Parent”), PHILADELPHIA MEDIA NETWORK (DIGITAL) LLC, a Delaware limited liability company (“Digital”), PHILADELPHIA MEDIA NETWORK (FACILITIES) LLC, a Delaware limited liability company (“Facilities”), PHILADELPHIA MEDIA NETWORK (TRANSPORTATION) LLC, a Delaware limited liability company (“Transportation”), PHILADELPHIA MEDIA NETWORK (NEWSPAPERS) LLC, a Delaware limited liability company (“Newspapers”), PHILADELPHIA MEDIA NETWORK (MAGAZINES) LLC, a Delaware limited liability company (“Magazines”), PHILADELPHIA MEDIA NETWORK (CONSHOHOCKEN) LLC, a Delaware limited liability company (“Conshohocken”), PHILADELPHIA MEDIA NETWORK (DIRECT) LLC, a Delaware limited liability company (“Direct”), PHILADELPHIA MEDIA NETWORK (MULTIMEDIA) LLC, a Delaware limited liability company (“Multimedia”, together with Parent, Digital, Facilities, Transportation, Newspapers, Magazines, Conshohocken, and Direct, “Grantors” and each, individually, a “Grantor”), and BANK OF UTAH, as Administrative Agent (in such capacity as Administrative Agent, “Agent”) for the benefit of the Secured Parties.

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of the date hereof among the Grantor and Agent (“Security Agreement”).

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to Agent, for the benefit of the Secured Parties, in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A (“Secured Trademarks”).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and Agent hereby agree as follows:

**ARTICLE I
GRANT OF SECURITY INTEREST**

Section 1.01 Grant of Security Interest.

(a) Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a security interest in and continuing Lien on all of such Grantor’s right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of the

Agent with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

ARTICLE II
MODIFICATION OF AGREEMENT

Section 2.01 Modification of Agreement.

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantors no longer have or claim any right, title or interest.

ARTICLE III
MISCELLANEOUS

Section 3.01 Notices; Effectiveness; Electronic Communication.

(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in Section 3.01(b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile as follows:

- (i) if to the Grantors, to them at:

c/o Philadelphia Media Network Inc.
400 N Broad Street
Philadelphia, PA 19130
Attention Gregory Osberg
Facsimile No. (215) 854-5105
Telephone No. (215) 575-6484
E-mail gosberg@phillynews.com;

with a copy to:

Akin Gump Strauss Hauer & Feld, LLP
One Bryant Park
New York, NY 10036
Attention Fred Hodara, Esq
Facsimile No. (212) 872-1002
Telephone No. (212) 872-8040
E-mail: fhodara@akingump.com; and

Attention Stephen Kuhn, Esq.
Facsimile No. (212) 872-1002
Telephone No. (212) 872-1008
E-mail: skuhn@akingump.com;

(ii) if to Agent, to:

Bank of Utah
200 E. South Temple
Suite 210
Salt Lake City, UT 84111
Attention C. Scott Nielson
Facsimile No. (801) 746-3519
Telephone No. (801) 924-3690
E-mail: snielsen@bankofutah.com;

with a copy to:

Osler, Hoskin & Harcourt LLP
620 8th Avenue - 36th Floor
New York, NY 10018
Attention Michele Moss, Esq.
Facsimile No. (212) 867-5802
Telephone No. (212) 991-2527
E-mail: mmoss@osler.com;

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent and when a confirmation receipt is produced (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient). Notices delivered through electronic communications to the extent provided in Section 3.01(b) below, shall be effective as provided in such Section 3.01(b).

(b) Electronic Communications. Agent or Grantors may, in their reasonable discretion, agree to accept notices and other communications hereunder by electronic communications pursuant to procedures they approved; provided that approval of such procedures may be limited to particular notices or communications.

Unless Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement); provided that if such notice or other communication is not sent during the normal business hours of the recipient, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at

its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor.

(c) Change of Address. Any party hereto may change its address or facsimile number for notices and other communications hereunder by notice to the other parties hereto.

Section 3.02 Independence of Covenants. All covenants hereunder shall be given independent effect so that if a particular action or condition is not permitted by any of such covenants, the fact that it would be permitted by an exception to, or would otherwise be within the limitations of, another covenant shall not avoid the occurrence of a Default or an Event of Default if such action is taken or condition exists.

Section 3.03 Survival of Representations, Warranties, and Agreements. All representations, warranties, and agreements made herein shall survive the execution and delivery hereof and the making of any Loan.

Section 3.04 No Waiver; Remedies Cumulative. No failure or delay on the part of Agent or any Lender in the exercise of any power, right, or privilege hereunder or under any other Loan Document shall impair such power, right, or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right, or privilege preclude other or further exercise thereof or of any other power, right, or privilege. The rights, powers and remedies given to Agent and each Lender hereby are cumulative and shall be in addition to and independent of all rights, powers, and remedies existing by virtue of any Law or in any of the other Loan Documents or any of the Hedge Agreements. Any forbearance or failure to exercise, and any delay in exercising, any right, power, or remedy hereunder shall not impair any such right, power, or remedy or be construed to be a waiver thereof, nor shall it preclude the further exercise of any such right, power, or remedy.

Section 3.05 Severability. In case any provision in or Obligation hereunder shall be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions, or Obligations, or of such provision, or Obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 3.06 Headings. Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

Section 3.07 Governing Law; Jurisdiction.

(a) Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.

(b) Submission to Jurisdiction. Each Grantor irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the state of

New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable Law or Governmental Authorizations, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law or Governmental Authorization. Nothing in this Agreement or in any other Loan Document shall affect any right that Agent or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against Grantors or their properties in the courts of any jurisdiction.

(c) Waiver of Venue. Grantors irrevocably and unconditionally waive, to the fullest extent permitted by applicable Law or Governmental Authorizations, any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in Section 3.07(b). Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Law or Governmental Authorizations, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(d) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 3.01. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by applicable Law or Governmental Authorizations.

Section 3.08 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS (AS DEFINED IN THE LOAN AGREEMENT) BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 3.09 Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and any separate letter agreements with respect to fees payable to Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the

subject matter hereof. This Agreement shall become effective when it shall have been executed by Agent and when Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement

Section 3.10 Electronic Execution. The words “execution,” “signed,” “signature,” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law or Governmental Authorization, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state Laws based on the Uniform Electronic Transactions Act.

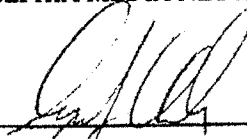
Section 3.11 No Third Party Beneficiaries. Except as set forth herein, the rights and benefits of this Agreement and the other Loan Documents (as defined in the Loan Agreement) are not intended to, and shall not, inure to the benefit of any third party.

Section 3.12 Entire Agreement. This Agreement and the Security Agreement represents the entire agreement of the parties with regard to the subject matter hereof, and the terms of any letters and other documentation entered into between any of the parties hereto prior to the execution of this Agreement which relate to the subject matter hereof shall be replaced by the terms of this Agreement.


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IN WITNESS WHEREOF, each Grantor and Agent have caused this Agreement to be duly executed and delivered as of the date first written above.

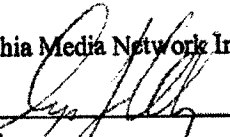
PHILADELPHIA MEDIA NETWORK INC., as Grantor

By: 
Name: _____
Title: Authorized Signatory


PHILADELPHIA MEDIA NETWORK (DIGITAL) LLC, as Grantor

By: Philadelphia Media Network Inc., Sole Member
By: 
Name: _____
Title: Authorized Signatory

PHILADELPHIA MEDIA NETWORK (FACILITIES) LLC, as Grantor

By: Philadelphia Media Network Inc., Sole Member
By: 
Name: _____
Title: Authorized Signatory

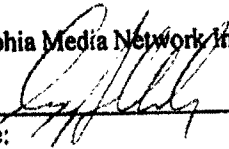
PHILADELPHIA MEDIA NETWORK (TRANSPORTATION) LLC, as Grantor

By: Philadelphia Media Network Inc., Sole Member
By: 
Name: _____
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

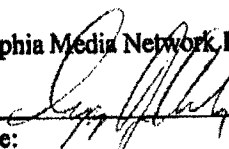
**PHILADELPHIA MEDIA NETWORK
(NEWSPAPERS) LLC, as Grantor**

By: Philadelphia Media Network Inc., Sole Member

By: 
Name: _____
Title: Authorized Signatory

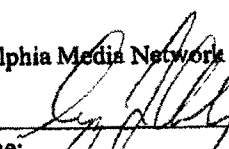
**PHILADELPHIA MEDIA NETWORK
(MAGAZINES) LLC, as Grantor**

By: Philadelphia Media Network Inc., Sole Member

By: 
Name: _____
Title: Authorized Signatory

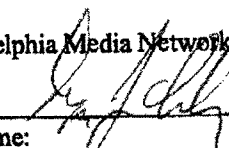
**PHILADELPHIA MEDIA NETWORK
(CONSHOHOCKEN) LLC, as Grantor**

By: Philadelphia Media Network Inc., Sole Member

By: 
Name: _____
Title: Authorized Signatory

**PHILADELPHIA MEDIA NETWORK (DIRECT)
LLC, as Grantor**

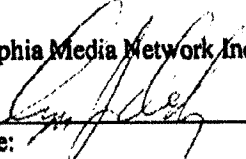
By: Philadelphia Media Network Inc., Sole Member

By: 
Name: _____
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

**PHILADELPHIA MEDIA NETWORK
(MULTIMEDIA) LLC, as Grantor**

By: Philadelphia Media Network Inc., Sole Member

By: 
Name: _____
Title: Authorized Signatory

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 004508 FRAME: 0155**

BANK OF UTAH, as Agent

By: _____

Name: Michael Hoggan
Title: Vice President

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 004508 FRAME: 0156**

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

II. U.S. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Jurisdiction</u>	<u>Registration No./App. No.</u>	<u>Registration/ App. Date</u>	<u>Record Owner</u>
SHOPPERS EXPRESS	US	2,888,050	September 28, 2004	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
KILLING PABLO	US	2,783,550	November 18, 2003	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
KILLING PABLO	US	2,705,153	April 8, 2003	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
JOE SIXPACK	US	2,409,591	November 28, 2000	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
JOE SIXPACK	US	77/058,111	December 6, 2006	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC

TRICLASSIFIEDS	US	2,267,134	August 3, 1999	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
VEGAS VIC	US	2,028,832	January 7, 1997	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
PHILADELPHIA DAILY NEWS	US	2,022,196	December 10, 1996	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
SAVVY READER	US	1,627,049	November 6, 1989	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
PHILLYFEED	US	3,161,970	October 24, 2006	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
FRONT PAGE POPPERS	US	3,517,012	October 14, 2008	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
MS. DEMEANOR	US	3,195,814	January 9, 2007	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC

PHILADELPHIA DAILY NEWS (color & design)	US	77/618,850	November 20, 2008	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
PHILADELPHIA DAILY NEWS (black & white)	US	77/618,897	November 20, 2008	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
THE PHILADELPHIA INQUIRER	US	77/618,995	November 20, 2008	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
THE PHILADELPHIA INQUIRER (stylized)	US	270,787	May 13, 1930	Philadelphia Media Network (Newspapers) LLC, as assignee from Philadelphia Newspapers, LLC
PHILLY.COM & DESIGN (COLOR)	US	76/690,173	June 2, 2008	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC
BALL DESIGN	US	76/690,177	June 2, 2008	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC
OVER 1.1 MILLION BOOKS, MOVIES	US	77/486,578	May 29, 2008	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC

“ZEPPY! GO FETCH”	US	77/486,541	5/29/2008	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC
ZEPPY	US	77/486,553	May 29, 2008	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC
DOG DESIGN	US	76/690,178	May 30, 3008	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC
PHILLY UNCORKED	US	77/534,919	July 30, 2008	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC
PHREQUENCY.COM	US	77/548,443	August 15, 2008	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC
PHILLY.COM & DESIGN (BLACK AND WHITE)	US	76/690,173	June 2, 2008	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC

PHILLY.COM	US	77/486,489	May 29, 2008	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC
PHILLY.COM	US	2,722,762	June 3, 2003	Philadelphia Media Network (Digital) LLC, as assignee from Philly Online, LLC
FISHTOWN STAR	PA	3232058	June 14, 2004	Philadelphia Media Network (Magazines) LLC, as assignee from Broad Street Publishing, LLC
ART MUSEUM AREA HOME NEWS	PA	3232061	June 14, 2004	Philadelphia Media Network (Magazines) LLC, as assignee from Broad Street Publishing, LLC
BRIDESBURG STAR	PA	3232060	June 14, 2004	Philadelphia Media Network (Magazines) LLC, as assignee from Broad Street Publishing, LLC
GIRARD HOME NEWS	PA	3232062	June 14, 2004	Philadelphia Media Network (Magazines) LLC, as assignee from Broad Street Publishing, LLC

NORTH STAR	PA	3232057	June 14, 2004	Philadelphia Media Network (Magazines) LLC, as assignee from Broad Street Publishing, LLC
PORT RICHMOND STAR	PA	3229367	June 14, 2004	Philadelphia Media Network (Magazines) LLC, as assignee from Broad Street Publishing, LLC
THREE STAR	PA	3232055	June 14, 2004	Philadelphia Media Network (Magazines) LLC, as assignee from Broad Street Publishing, LLC
HOMES & LIVING	US	1,609,758	August 14, 1990	Philadelphia Media Network (Magazines) LLC, as assignee from Broad Street Publishing, LLC
PHILADELPHIA DIRECT	US	2,118,548	December 2, 1997	Philadelphia Media Network (Direct) LLC, as assignee from Philadelphia Direct, LLC

III. U.S. TRADEMARK APPLICATIONS

None.