

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.		12/28/2011	CORPORATION: DELAWARE
Philadelphia Media Network (Conshohocken) LLC		12/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Philadelphia Media Network (Digital) LLC		12/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Philadelphia Media Network (Direct) LLC		12/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Philadelphia Media Network (Facilities) LLC		12/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Philadelphia Media Network (Magazines) LLC		12/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Philadelphia Media Network (Multimedia) LLC		12/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Philadelphia Media Network (Newspapers) LLC		12/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
Philadelphia Media Network (Transportation) LLC		12/28/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	Commercial Loan Service Center/DCC
Internal Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	77486489	PHILLY.COM

CH \$540.00 77486489

Registration Number:	3987369	PHILADELPHIA MEDIA NETWORK
Registration Number:	4049619	THE PHILADELPHIA INQUIRER
Registration Number:	4029152	PHILADELPHIA DAILY NEWS THE PEOPLE PAPER
Registration Number:	4029153	PHILADELPHIA DAILY NEWS THE PEOPLE PAPER
Registration Number:	4045756	PHREQUENCY.COM
Registration Number:	3986109	PHILLY UNCORKED
Registration Number:	3981726	PHILLY.COM
Registration Number:	4028981	PHILLY.COM
Registration Number:	4028982	
Registration Number:	3517012	FRONT PAGE POPPERS
Registration Number:	3195814	MS. DEMEANOR
Registration Number:	3161970	PHILLYFEED
Registration Number:	2722761	PHILLY.COM
Registration Number:	2705153	KILLING PABLO
Registration Number:	2118548	PHILADELPHIA DIRECT
Registration Number:	2022196	PHILADELPHIA DAILY NEWS
Registration Number:	2028832	VEGAS VIC
Registration Number:	0270787	THE PHILADELPHIA INQUIRER
Serial Number:	85368037	VIRTUAL RALLY TOWEL
Serial Number:	85368041	RALLY TOWEL

CORRESPONDENCE DATA

Fax Number: (215)557-2049

Phone: (215) 988-6991

Email: tarbox@blankrome.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Olivia H. Tarbox, Paralegal

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square - 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01857
NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	01/31/2012

Total Attachments: 9

TRADEMARK
REEL: 004707 FRAME: 0854

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of December 28, 2011 by PHILADELPHIA MEDIA NETWORK INC., a Delaware corporation, PHILADELPHIA MEDIA NETWORK (CONSHOHOCKEN) LLC, a Delaware limited liability company, PHILADELPHIA MEDIA NETWORK (DIGITAL) LLC, a Delaware limited liability company, PHILADELPHIA MEDIA NETWORK (DIRECT) LLC, a Delaware limited liability company, PHILADELPHIA MEDIA NETWORK (FACILITIES) LLC, a Delaware limited liability company, PHILADELPHIA MEDIA NETWORK (MAGAZINES) LLC, a Delaware limited liability company, PHILADELPHIA MEDIA NETWORK (MULTIMEDIA) LLC, a Delaware limited liability company, PHILADELPHIA MEDIA NETWORK (NEWSPAPERS) LLC, a Delaware limited liability company, and PHILADELPHIA MEDIA NETWORK (TRANSPORTATION) LLC, a Delaware limited liability company (collectively, the "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

W I T N E S S E T H

WHEREAS, Grantor has entered into that certain Revolving Credit and Security Agreement (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers"), Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, as security for the Obligations under the Loan Agreement, Grantor has granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets (other than the Conshohocken Collateral) of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark, trademark application (excluding only United States intent-to-use trademark applications to the extent that and solely during the

period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications), patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents except as permitted by the Loan Agreement without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications registered to Grantor as of the date of this Agreement.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

6. Counterparts. This 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 Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto. This Agreement constitutes supplemental terms to the rights and obligations under the Loan Agreement. In the event of any conflict between this Agreement (or any portion thereof) and the Loan Agreement, the terms of the Loan Agreement shall prevail.

7. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the Commonwealth of Pennsylvania, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PHILADELPHIA MEDIA NETWORK INC.

By: 
Name: Robert Falcone
Title: Chief Financial Officer

- PHILADELPHIA MEDIA NETWORK
(CONSHOHOCKEN) LLC**
- PHILADELPHIA MEDIA NETWORK
(DIGITAL) LLC**
- PHILADELPHIA MEDIA NETWORK
(DIRECT) LLC**
- PHILADELPHIA MEDIA NETWORK
(FACILITIES) LLC**
- PHILADELPHIA MEDIA NETWORK
(MAGAZINES) LLC**
- PHILADELPHIA MEDIA NETWORK
(MULTIMEDIA) LLC**
- PHILADELPHIA MEDIA NETWORK
(NEWSPAPERS) LLC**
- PHILADELPHIA MEDIA NETWORK
(TRANSPORTATION) LLC**

By: Philadelphia Media Network Inc., its sole member

By: 
Name: Robert Falcone
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Daniel R. Stella

Title: Senior Vice President

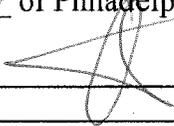
[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

COMPANY ACKNOWLEDGMENT

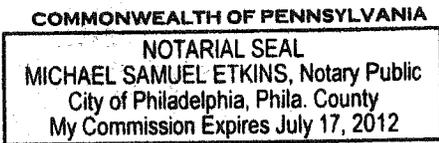
Commonwealth of Pennsylvania)
: SS
Philadelphia County)

This instrument was acknowledged before me on the 23rd day of December, 2011,
by Bob Falcone as Chief Financial Officer of Philadelphia Media Network Inc.

[Seal]



Notary Public, State of Pennsylvania
My commission expires on 7-17-12



[ACKNOWLEDGEMENT TO TRADEMARK AND PATENT SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Registration No.	Owner
PHILLY.COM	77486489	Philadelphia Media Network (Digital) LLC
PHILADELPHIA MEDIA NETWORK	85/076962 3987369	Philadelphia Media Network, Inc.
THE PHILADELPHIA INQUIRER	77618995 4049619	Philadelphia Media Network (Newspapers) LLC
PHILADELPHIA DAILY NEWS THE PEOPLE PAPER (color)	77618850 4029152	Philadelphia Media Network (Newspapers) LLC
PHILADELPHIA DAILY NEWS THE PEOPLE PAPER	77618897 4029153	Philadelphia Media Network (Newspapers) LLC
PHREQUENCY.COM	77548443 4045756	Philadelphia Media Network (Digital) LLC
PHILLY UNCORKED	77534919 3986109	Philadelphia Media Network (Digital) LLC
PHILLY.COM and Dot Design (color)	76690176 3981726	Philadelphia Media Network (Digital) LLC
PHILLY.COM and Dot Design	76690173 4028981	Philadelphia Media Network (Digital) LLC
Design of Dot	76690177 4028982	Philadelphia Media Network (Digital) LLC
FRONT PAGE POPPERS	77039389 3517012	Philadelphia Media Network (Newspapers) LLC
MS. DEMEANOR	78644018 3195814	Philadelphia Media Network (Newspapers) LLC
PHILLYFEED	78644407 3161970	Philadelphia Media Network (Newspapers) LLC
PHILLY.COM	76163086 2722761	Philadelphia Media Network (Digital) LLC
KILLING PABLO	76140284 2705153	Philadelphia Media Network (Newspapers) LLC
PHILADELPHIA DIRECT	75079681 2118548	Philadelphia Media Network (Direct) LLC
PHILADELPHIA DAILY NEWS	75052882 2022196	Philadelphia Media Network (Newspapers) LLC
VEGAS VIC	75052499 2028832	Philadelphia Media Network (Newspapers) LLC
THE PHILADELPHIA INQUIRER	71294739 270787	Philadelphia Media Network (Newspapers) LLC
VIRTUAL RALLY TOWEL	85/368037	Philadelphia Media Network (Digital) LLC
RALLY TOWEL	85/368041	Philadelphia Media Network (Digital) LLC

PATENT REGISTRATIONS

None.

POWER OF ATTORNEY

PHILADELPHIA MEDIA NETWORK INC., a Delaware corporation, **PHILADELPHIA MEDIA NETWORK (CONSHOHOCKEN) LLC**, a Delaware limited liability company, **PHILADELPHIA MEDIA NETWORK (DIGITAL) LLC**, a Delaware limited liability company, **PHILADELPHIA MEDIA NETWORK (DIRECT) LLC**, a Delaware limited liability company, **PHILADELPHIA MEDIA NETWORK (FACILITIES) LLC**, a Delaware limited liability company, **PHILADELPHIA MEDIA NETWORK (MAGAZINES) LLC**, a Delaware limited liability company, **PHILADELPHIA MEDIA NETWORK (MULTIMEDIA) LLC**, a Delaware limited liability company, **PHILADELPHIA MEDIA NETWORK (NEWSPAPERS) LLC**, a Delaware limited liability company, and **PHILADELPHIA MEDIA NETWORK (TRANSPORTATION) LLC**, a Delaware limited liability company (collectively, the "Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, dated as of the date hereof (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

PHILADELPHIA MEDIA NETWORK INC.

By: 
Name: Robert Falcone
Title: Chief Financial Officer

- PHILADELPHIA MEDIA NETWORK
(CONSHOHOCKEN) LLC**
- PHILADELPHIA MEDIA NETWORK
(DIGITAL) LLC**
- PHILADELPHIA MEDIA NETWORK
(DIRECT) LLC**
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(MULTIMEDIA) LLC**
- PHILADELPHIA MEDIA NETWORK
(NEWSPAPERS) LLC**
- PHILADELPHIA MEDIA NETWORK
(TRANSPORTATION) LLC**

By: Philadelphia Media Network Inc., its sole member

By: 
Name: Robert Falcone
Title: Chief Financial Officer

[SIGNATURE PAGE TO POWER OF ATTORNEY]

