

Form PTO-1594 (Rev. 12-11)  
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Postmedia Network Inc.  
1450 Don Mills Road, Suite 300  
Toronto, Ontario M3B 2X7  
Canada

- Individual(s)
- Partnership
- Corporation- State: Canada
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Canada

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) August 16, 2012

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Computershare Trust Company of Canada

Street Address: 100 University Avenue, 9th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5J 2Y1

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other Company Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)  
3799559; 3892560; 3669420

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

3799559 - AUCTIONMART; 3892560 - Auctionmart Canada.com & design; 3669420 - DOSE

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Barbara A. Friedman

Internal Address:

Street Address: 1901 Research Blvd., Suite 400

City: Rockville

State: MD Zip: 20850

Phone Number: 301-424-3640

Docket Number: 0734.0019T

Email Address: efile@usiplaw.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41):** \$90.00

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number 05-0460

Authorized User Name Barbara A. Friedman

9. Signature: Barbara A. Friedman  
Signature

August 23, 2012  
Date

Barbara A. Friedman  
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 050460 379955

**GRANT OF  
SECURITY INTEREST IN TRADEMARKS RIGHTS**

This **GRANT OF SECURITY INTEREST IN TRADEMARKS RIGHTS** (the "**Agreement**"), effective as of August 16, 2012 is made by POSTMEDIA NETWORK INC., a Canadian corporation, located at 1450 Don Mills Road, Suite 300, Toronto, Ontario, M3B 2X7, (the "**Grantor**"), in favour of COMPUTERSHARE TRUST COMPANY OF CANADA, located at 100 University Avenue, 9<sup>th</sup> Floor, Toronto, Ontario M5J 2Y1, Attention: Manager, Corporate Trust, as collateral agent (the "**Collateral Agent**") for the Secured Parties referred to in the pledge and security agreement, dated as of August 16, 2012 (as amended, supplemented, restated, refinanced, replaced or otherwise modified from time to time, the "**Security Agreement**"), among, *inter alia*, the Grantor, Postmedia Network Canada Corp., a Canada corporation ("**PNCC**"), and the Collateral Agent.

WITNESSETH:

**WHEREAS**, the Grantor, as issuer (in such capacity, the "**Issuer**"), PNCC, Computershare Trust Company of Canada, as trustee (in such capacity, the "**Trustee**"), and the Collateral Agent have entered into an indenture, dated as of August 16, 2012 (as amended, supplemented, restated, refinanced, replaced or otherwise modified in whole or in part from time to time, the "**Indenture**"), providing for the issuance of the 8.25% Senior Secured Notes due 2017 (the "**Notes**") of the Issuer, all as contemplated therein (with the holders from time to time of the Notes being referred to herein as the "**Noteholders**");

**WHEREAS**, pursuant to the Security Agreement, the Grantor granted, pledged, mortgaged, charged, assigned and transferred to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties a first priority, continuing, specific and fixed security interest in all of its Intellectual Property, including the Trademarks of the Grantor; and

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

**NOW THEREFORE**, for other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Secured Parties, 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 or provided by reference in the Security Agreement. In addition, the following term shall have the following meaning:

"**Trademarks**" means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, brands, trade dress, uniform resource locators, domain names, tag lines, designs, graphics, trade styles, service marks, logos and other source or business identifiers, and all goodwill connected with the use of and symbolized thereby, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United

States Patent and Trademark Office, with the Canadian Intellectual Property Office or in any similar office or agency of the United States, any State thereof, in Canada or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) the right to obtain all renewals thereof.

**Section 2 Grant of Security Interest.** The Grantor hereby grants, pledges, mortgages, charges, assigns and transfers to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Trademarks of the Grantor (including, without limitation, those items listed on Schedule 1 hereto) (collectively, the "Trademark Collateral"); provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any requirements of law of a Governmental Authority, requires a consent not obtained of any Governmental Authority pursuant to such requirement of law or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such requirement of law or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; provided, further, that notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 2 attach to (i) any rights or property acquired under or in connection with a lease, license, contract, property right or agreement (or any of its rights or interests thereunder) solely if and to the extent that the grant of the security interest shall, after giving effect to the PPSA or any other applicable law, constitute or result in (A) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (B) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property right or agreement, provided that, immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and the Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect; provided further that the proceeds therefrom shall not be excluded from the definition of Trademark Collateral to the extent that the assignment of such proceeds is not prohibited, and (ii) any applications for Trademarks filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such mark and for which a form evidencing use of the mark has not yet been filed with the United States Patent and Trademark Office, to the extent that granting a security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

**Section 3 Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and

conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

**Section 4 Acknowledgment.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Indenture and 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, and that the rights and remedies of the Collateral Agent in respect of the Collateral may be restricted, as against the parties thereto, by the terms of the Intercreditor Agreements. 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 govern.

**Section 5 Governing Law.** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

**Section 6 Counterparts.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

**Section 7 The Intercreditor Agreements.** Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent for the ratable benefit of the Secured Parties pursuant to this Agreement or any other Note Document and the exercise of any right or remedy by the Collateral Agent or any Secured Party hereunder are subject to the provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement with respect to any right or remedy of the Secured Parties relating to the Collateral, the terms of the Intercreditor Agreements shall govern and control.

Without limiting the generality of the foregoing, and notwithstanding anything herein to the contrary, all rights and remedies of the Collateral Agent (and the Secured Parties) shall be subject to the terms of the ABL Intercreditor Agreement, and until the Discharge of ABL Obligations (as defined in the ABL Intercreditor Agreement), (i) the Grantor shall not be required hereunder to take any action with respect to ABL Priority Collateral that is inconsistent with the Grantor's obligations under the ABL Documents and (ii) any obligation of the Grantor hereunder with respect to the delivery or control of any ABL Priority Collateral, the notation of any lien on any certificate of title, bill of lading or other document, the giving of any notice to any bailee or other Person, the provision of voting rights or the obtaining of any consent of any Person, in each case, with respect to ABL Priority Collateral, shall be deemed to be satisfied if the Grantor complies with the requirements of the similar provision of the ABL Credit Agreement. Until the Discharge of ABL Obligations, the Collateral Agent may not require the Grantor to take any action with respect to the creation, perfection or priority of its security

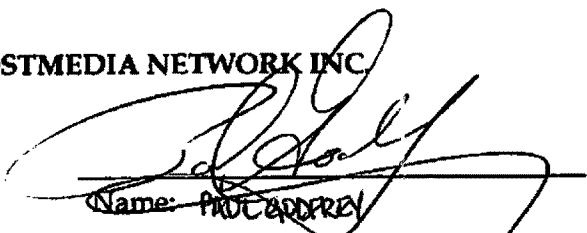
interest in any ABL Priority Collateral, whether pursuant to the express terms hereof or pursuant to the further assurances provisions hereof, unless the ABL Collateral Agent shall have required the Grantor to take similar action pursuant to the terms of the ABL Intercreditor Agreement, and delivery of any ABL Priority Collateral to the ABL Collateral Agent pursuant to the ABL Documents and the ABL Intercreditor Agreement shall satisfy any delivery requirement hereunder. The Collateral Agent agrees that no amendment to any Intercreditor Agreement that directly affects the rights, interests, liabilities or privileges of the Grantor hereunder shall be effective, solely as against the Grantor, unless consented to in writing by the Issuer.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

POSTMEDIA NETWORK INC

By:



Name: ANDREW

Title: PRESIDENT : CEO

COMPUTERSHARE TRUST COMPANY OF CANADA, as Collateral Agent

By:

\_\_\_\_\_  
Name:

Title:

By:

\_\_\_\_\_  
Name:

Title:

[Grant of Security Interest]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**POSTMEDIA NETWORK INC.**

By:

\_\_\_\_\_  
Name:

Title:

**COMPUTERSHARE TRUST COMPANY OF CANADA, as Collateral Agent**


By:

  
\_\_\_\_\_  
Name:

Judith Sebald  
Corporate Trust Officer

Title:

By:

  
\_\_\_\_\_  
Name:

**Mohanle Shivprasad**  
Associate Trust Officer

Title:

[Grant of Security Interest]

**Schedule 1  
United States Trademark Registrations and Applications**

Trade-mark	Status	Country	Owner on Record (Name/Reporter)	Application Submit Date	Application Number	Registration Date	Registration Number (TMA)
AUCTIONMART	Allowed	US	Postmedia Network Inc.	19-Sep-02	78165758	08-June-10	3799559
AUCTIONMART CANADA.COM & DESIGN	Registered	US	Postmedia Network Inc.	19-Sep-02	78165765	21-Dec-10	3892560
DOSE	Registered	US	Postmedia Network Inc.	20-Jun-05	78654412	18-Aug-09	3669420