

08/15/2013

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)

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

MCD

7-13-3

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)/Execution Date(s):

21st Century Media, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other: _____

Citizenship (see guidelines) DelawareExecution Date(s) April 5, 2013Additional names of conveying parties attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

☐ Yes☒ No

Additional names, addresses, or citizenship attached?

Name: Wells Fargo Bank, National AssociationInternal
Address: _____Street Address: 100 Park Avenue, 14th FloorCity: New YorkState: NYCountry: USAZip: 10017National Banking
☒ Association Citizenship USA

- ☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ ☐ Citizenship

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) SEE SCHEDULE A ANNEXED HERETO
B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETOAdditional sheet(s) attached? ☒ Yes ☐ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

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

Name: Susan O'BrienInternal Address: CT Lien SolutionsStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$265.00

- ☒ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

- a. Credit Card Last 4 Numbers 1868
Expiration Date 06/15
b. Deposit Account Number _____
Authorized User Name: _____

9. Signature:

Signature

James M. Cretella

Name of Person Signing

08/16/2013 H10N11 00000002 2040117

01 FC:8521

Date

02 Total number of pages including cover sheet, attachments, and document 6

48.00 OP

225.00 OP

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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TRADEMARK
REEL: 005103 FRAME: 0280

SCHEDULE A

TO

RECORDATION FORM COVER SHEET

TRADEMARKS ONLYRegistered Trademarks

REGISTERED FEDERAL TRADEMARKS

Mark	Registration/ Serial Number	Filing Date	Renewal Date	Recorded Owner	Status	Remarks
Allaroundphilly	2848117/ 76307162	Jun 1, 2004	Jun 1, 2014	21st Century Media	Registered	Service Mark
Allaroundphilly.com	2674285/ 76307161	Jan 14, 2003	Jan 14, 2013	21st Century Media	Registered	Service Mark
Best of Connecticut	2499375/ 75639663	Feb 9, 1999	Oct 23, 2011	21st Century Media	Registered	CTM Assigned to JCI 2/6/06 Baker Botts
Connecticut Bride	2,331,480 75567296	Oct 9, 1998	3/21/2020	21st Century Media	Registered	Typed drawing -- CTM to JCI Baker Botts
Connecticut Home & Garden	3,223,982 78632055	May 18, 2005	Apr 3, 2017	21st Century Media	Registered	Baker Botts
Connecticut Magazine	1,315,722 73471180	Mar 19, 1984	Jan 22, 2015	21st Century Media	Registered	Baker Botts
HN (Stylized)	1,484,234 73658619	Apr 12, 1988	Jul 10, 2018	21st Century Media	Registered	
Litchfield County Times	1,229,664 73316219	Mar 8, 1983	Dec 8, 2013	21st Century Media	Registered	Litchfield Cty Times Co to JCI 2/26/02 - typed drawing
Oakland Press	3,381,698	Jan 13, 2004	Feb 12, 2018-	21st Century	Registered	

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The Trentonian	78,351,050	Dec 28, 2010	12/28/15 Declaration of Use	Media 21st Century Media	Registered	Seyfarth Shaw
	3,897,359 85/038,275					

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Security AgreementTrademarks

WHEREAS, 21st CENTURY MEDIA, INC., a Delaware corporation (herein referred to as "Debtor"), Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to, the entire right, title and interest in and to trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Debtor is obligated to WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association (herein referred to as "Lender"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "IP Agreement") in favor of Lender;

WHEREAS, pursuant to the IP Agreement, Debtor has granted to Lender a security interest in, and mortgage on, all right, title and interest of Debtor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect Lender's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby further grant to Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Lender's address is 100 Park Avenue, 14th Floor, New York, New York 10017.

Dated: April 5, 2013

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IN WITNESS WHEREOF, Debtor has caused this Agreement to be duly executed by its duly authorized officer as of the date and year first written above.

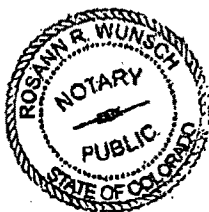
21ST CENTURY MEDIA, INC.

By: Jeffrey Bairdow
Name: Jeffrey Bairdow
Title: President, Chief Financial Officer and Assistant Secretary

STATE OF Colorado
COUNTY OF Denver

Before me, a notary public, to and for the State and County aforesaid, on this 3rd day of April, 2013, personally appeared Jeffrey Bairdow, who acknowledged himself to be the President, Chief Financial Officer and Assistant Secretary of 21st Century Media, Inc., who having first executed the foregoing instrument in my presence and having been by me first duly sworn, did acknowledge the foregoing instrument as his/her free deed and act, signed, sealed and delivered by her on the purposes herein stated and intending to be legally bound thereby.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Rosann R. Wunsch
Notary Public

My Commission Expires February 8, 2014

Signature Page to Security Agreement - Trademarks

SCHEDULE A

Registered Trademarks

REGISTERED FEDERAL TRADEMARKS

[illegible]

REGISTERED STATE TRADEMARKS

This image shows a vertical strip of a document page, likely a scan of a microfilm or a very narrow section of a printed page. The image is heavily degraded with significant noise, including dark speckles and horizontal streaks. Faint, illegible text is visible, appearing as thin, light-colored lines against the dark background. The text is arranged in a vertical column, but the characters are too small and obscured by noise to be transcribed accurately. The overall appearance is that of a low-quality, high-contrast scan of a document.