

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																																								
NATURE OF CONVEYANCE:	SECURITY INTEREST																																																								
CONVEYING PARTY DATA																																																									
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Copley Ohio Newspapers, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: ILLINOIS</td> </tr> <tr> <td>Enterprise NewsMedia LLC</td> <td></td> <td>11/26/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Gatehouse Media Connecticut Holdings, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>GateHouse Media Corning Holdings, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: NEVADA</td> </tr> <tr> <td>Gatehouse Media Freeport Holdings, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>GateHouse Media Illinois Holdings II, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>GateHouse Media Illinois Holdings, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>GateHouse Media Massachusetts I, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Gatehouse Media New York Holdings, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>GateHouse Media Ventures, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>GateHouse Media, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>GateHouse Media Missouri Holdings, Inc.</td> <td></td> <td>11/26/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>George W. Prescott Publishing Company, LLC</td> <td></td> <td>11/26/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Copley Ohio Newspapers, Inc.		11/26/2013	CORPORATION: ILLINOIS	Enterprise NewsMedia LLC		11/26/2013	LIMITED LIABILITY COMPANY: DELAWARE	Gatehouse Media Connecticut Holdings, Inc.		11/26/2013	CORPORATION: DELAWARE	GateHouse Media Corning Holdings, Inc.		11/26/2013	CORPORATION: NEVADA	Gatehouse Media Freeport Holdings, Inc.		11/26/2013	CORPORATION: DELAWARE	GateHouse Media Illinois Holdings II, Inc.		11/26/2013	CORPORATION: DELAWARE	GateHouse Media Illinois Holdings, Inc.		11/26/2013	CORPORATION: DELAWARE	GateHouse Media Massachusetts I, Inc.		11/26/2013	CORPORATION: DELAWARE	Gatehouse Media New York Holdings, Inc.		11/26/2013	CORPORATION: DELAWARE	GateHouse Media Ventures, Inc.		11/26/2013	CORPORATION: DELAWARE	GateHouse Media, Inc.		11/26/2013	CORPORATION: DELAWARE	GateHouse Media Missouri Holdings, Inc.		11/26/2013	CORPORATION: DELAWARE	George W. Prescott Publishing Company, LLC		11/26/2013	LIMITED LIABILITY COMPANY: DELAWARE	OP \$1165.00 3949479
Name	Formerly	Execution Date	Entity Type																																																						
Copley Ohio Newspapers, Inc.		11/26/2013	CORPORATION: ILLINOIS																																																						
Enterprise NewsMedia LLC		11/26/2013	LIMITED LIABILITY COMPANY: DELAWARE																																																						
Gatehouse Media Connecticut Holdings, Inc.		11/26/2013	CORPORATION: DELAWARE																																																						
GateHouse Media Corning Holdings, Inc.		11/26/2013	CORPORATION: NEVADA																																																						
Gatehouse Media Freeport Holdings, Inc.		11/26/2013	CORPORATION: DELAWARE																																																						
GateHouse Media Illinois Holdings II, Inc.		11/26/2013	CORPORATION: DELAWARE																																																						
GateHouse Media Illinois Holdings, Inc.		11/26/2013	CORPORATION: DELAWARE																																																						
GateHouse Media Massachusetts I, Inc.		11/26/2013	CORPORATION: DELAWARE																																																						
Gatehouse Media New York Holdings, Inc.		11/26/2013	CORPORATION: DELAWARE																																																						
GateHouse Media Ventures, Inc.		11/26/2013	CORPORATION: DELAWARE																																																						
GateHouse Media, Inc.		11/26/2013	CORPORATION: DELAWARE																																																						
GateHouse Media Missouri Holdings, Inc.		11/26/2013	CORPORATION: DELAWARE																																																						
George W. Prescott Publishing Company, LLC		11/26/2013	LIMITED LIABILITY COMPANY: DELAWARE																																																						
RECEIVING PARTY DATA																																																									
Name:	PNC Bank																																																								
Street Address:	500 First Avenue																																																								
City:	Pittsburgh																																																								
State/Country:	PENNSYLVANIA																																																								
Postal Code:	15219																																																								
Entity Type:	National Association: PENNSYLVANIA																																																								

PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	3949479	ABOUT STARK COUNTY
Registration Number:	3299079	TOWN COMMONS
Registration Number:	3299316	SOUTH COAST HOMES
Registration Number:	3052266	CRANBERRY COAST HOMES
Registration Number:	2894674	NORWICH BULLETIN
Registration Number:	2788918	THE LEADER
Registration Number:	2847486	THE JOURNAL-STANDARD
Registration Number:	1213886	THE STATE JOURNAL-REGISTER
Registration Number:	2320943	ROCKFORD REGISTER STAR
Registration Number:	3010523	
Registration Number:	2069641	TOWNONLINE
Registration Number:	1475873	BEACON
Registration Number:	3352822	THE SANDWICH BROADSIDER
Registration Number:	3507954	SOUTHOFBOSTON.COM
Registration Number:	2007205	PROVINCETOWN BANNER
Registration Number:	3056976	PROVINCETOWN BANNER AND THE ADVOCATE
Registration Number:	3107411	OUTER CAPE LIVING
Registration Number:	3345458	WICKED LOCAL
Registration Number:	3666193	NEWTON TAB
Registration Number:	3650512	THE DAILY NEWS TRIBUNE
Registration Number:	3675837	NEEDHAM TIMES
Registration Number:	1091412	GOLDEN TIMES
Registration Number:	2747008	OBSERVER-DISPATCH
Serial Number:	85825139	BOONSLICK VISITORS' GUIDE
Serial Number:	85720044	ADHANCE MEDIA
Serial Number:	85720055	ADHANCE MEDIA
Serial Number:	85893302	CARESAFE
Serial Number:	85893319	CARE SAFE
Serial Number:	85618646	COMPASS AGING SERVICES
Serial Number:	85618666	COMPASS AGING SERVICES
Serial Number:	85617432	PROPEL MARKETING
Serial Number:	85617471	PROPEL MARKETING

Serial Number:	86009366	À LA CARTE
Serial Number:	85676765	BESTRIDE.COM
Serial Number:	85724120	COLOSSAL DEAL
Serial Number:	85724123	COLOSSAL AUCTION
Serial Number:	86009325	MORE CONTENT NOW HIGH-QUALITY FEATURES P
Serial Number:	85719946	PAINT IT ALL PINK
Registration Number:	3424658	GATEHOUSE MEDIA
Registration Number:	3924001	RADAR FROG
Registration Number:	3926750	RADARFROG
Registration Number:	3926751	RADARFROG
Registration Number:	3920988	SAVE HERE AND EVERYWHERE
Registration Number:	3587689	TOTALLY LOCAL
Registration Number:	3472965	TOTALLY LOCAL
Registration Number:	2097397	THE PATRIOT LEDGER

#### CORRESPONDENCE DATA

Fax Number: 2158325619

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

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-13075
NAME OF SUBMITTER:	Timothy D. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	12/05/2013

#### Total Attachments: 7

source=2816047\_11(GHS Financing- Trademark Security Agt (Executed))#page1.tif  
source=2816047\_11(GHS Financing- Trademark Security Agt (Executed))#page2.tif  
source=2816047\_11(GHS Financing- Trademark Security Agt (Executed))#page3.tif  
source=2816047\_11(GHS Financing- Trademark Security Agt (Executed))#page4.tif  
source=2816047\_11(GHS Financing- Trademark Security Agt (Executed))#page5.tif  
source=2816047\_11(GHS Financing- Trademark Security Agt (Executed))#page6.tif  
source=2816047\_11(GHS Financing- Trademark Security Agt (Executed))#page7.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26<sup>th</sup> day of November, 2013 by COPLEY OHIO NEWSPAPERS, INC., an Illinois corporation ("Copley"), ENTERPRISE NEWSMEDIA, LLC, a Delaware limited liability company ("Newsmedia"), GATEHOUSE MEDIA CONNECTICUT HOLDINGS, INC., a Delaware corporation ("GateHouse Conn"), GATEHOUSE MEDIA CORNING HOLDINGS, INC., a Nevada corporation ("GateHouse Corning"), GATEHOUSE MEDIA FREEPORT HOLDINGS, INC., a Delaware corporation ("GateHouse Freeport"), GATEHOUSE MEDIA ILLINOIS HOLDINGS II, INC., a Delaware corporation ("GateHouse Illinois II"), GATEHOUSE MEDIA ILLINOIS HOLDINGS, INC., a Delaware corporation ("GateHouse Illinois"), GATEHOUSE MEDIA MASSACHUSETTS I, INC., a Delaware corporation ("GateHouse Mass"), GATEHOUSE MEDIA NEW YORK HOLDINGS, INC., a Delaware corporation ("GateHouse NY"), GATEHOUSE MEDIA VENTURES, INC., a Delaware corporation ("GateHouse Ventures"), GATEHOUSE MEDIA, INC., a Delaware corporation ("Holdco"), GATEHOUSE MEDIA MISSOURI HOLDINGS, INC., a Delaware corporation ("GateHouse Missouri"), GEORGE W. PRESCOTT PUBLISHING COMPANY, LLC, a Delaware limited liability company ("Prescott"), together with Copley, Newsmedia, GateHouse Conn, GateHouse Corning, GateHouse Freeport, GateHouse Illinois II, GateHouse Illinois, GateHouse Mass, GateHouse NY, GateHouse Ventures, Holdco, and GateHouse Missouri (the "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION ("PNC"), in its capacity as administrative agent for the Lenders referred to below ("Administrative Agent").

### WITNESSETH

WHEREAS, Grantors, GateHouse Media Intermediate Holdco, Inc., a Delaware corporation ("GateHouse Media", together with the Grantors (except Holdco as Guarantor), and each other subsidiary borrower set forth on Schedule I to the Loan Agreement (as defined below), and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", Holdco (together with each Person joined thereto as a guarantor from time to time, collectively, the "Guarantors", and each a "Guarantor", and together with Borrowers and any other Person joined as a borrower to the Loan Agreement from time to time, the "Loan Parties" and each a "Loan Party"), have entered into that certain Revolving Credit, Term Loan and Security Agreement (the "Loan Agreement") dated as of the date hereof with the financial institutions party thereto from time to time (collectively, the "Lenders" and each individually a "Lender"), Crystal Financial LLC ("Crystal"), as term loan B agent for the Term Loan B Lenders (the "Term Loan B Agent") and Administrative Agent, providing for the extensions of credit to be made to Borrowers by Lenders, and pursuant to which the Loan Parties have granted to Administrative Agent, for the benefit of Lenders, a security interest in the Loan Parties' Collateral.

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, each Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All

terms capitalized herein but not otherwise defined herein shall have the same meanings herein as 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, each Grantor hereby grants to Administrative Agent, for its benefit, and the ratable benefit of Term Loan B Agent, each Lender, Issuer and each other Secured Party a continuing security interest in such 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 registration, and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), together with any renewals or divisions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

This Agreement is not to be construed as an assignment of any trademark or trademark application.

3. 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.

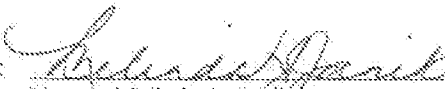
4. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full or the Loan Agreement is terminated, at which time the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing such security interest.

5. 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 State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


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

GATEHOUSE MEDIA, INC.

By:   
Name: Melinda A. Janik  
Title: Chief Financial Officer

Subsidiary Borrowers:

COPLEY OHIO NEWSPAPERS, INC.  
ENTERPRISE NEWSMEDIA, LLC  
GATEHOUSE MEDIA CONNECTICUT  
HOLDINGS, INC.  
GATEHOUSE MEDIA CORNING HOLDINGS,  
INC.  
GATEHOUSE MEDIA FREEPORT HOLDINGS,  
INC.  
GATEHOUSE MEDIA ILLINOIS HOLDINGS II,  
INC.  
GATEHOUSE MEDIA ILLINOIS HOLDINGS,  
INC.  
GATEHOUSE MEDIA MASSACHUSETTS I, INC.  
GATEHOUSE MEDIA MISSOURI HOLDINGS,  
INC.  
GATEHOUSE MEDIA NEW YORK HOLDINGS,  
INC.  
GATEHOUSE MEDIA VENTURES, INC.  
GEORGE W. PRESCOTT PUBLISHING  
COMPANY, LLC

By:   
Name: Melinda A. Janik  
Title: Chief Financial Officer

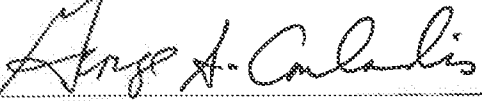
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-1

TRADEMARK  
REEL: 005168 FRAME: 0100

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 

Name: George S. Couladis

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-2

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF New York : SS  
COUNTY OF Monroe :

On this 21 of November, 2013, before me personally appeared Melinda A. Janik, to me known and being duly sworn, deposes and says that she is authorized to sign on behalf of Copley Ohio Newspapers, Inc., Enterprise NewsMedia, LLC, GateHouse Media Connecticut Holdings, Inc., GateHouse Media Corning Holdings, Inc., GateHouse Media Freeport Holdings, Inc., GateHouse Media Illinois Holdings II, Inc., GateHouse Media Illinois Holdings, Inc., GateHouse Media Massachusetts I, Inc., GateHouse Media Missouri Holdings, Inc., GateHouse Media New York Holdings, Inc., GateHouse Media Ventures, Inc., and George W. Prescott Publishing Company, LLC, that she signed the Agreement thereto pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such company; and she desires the same to be recorded as such.

SHERYL A. COSTA  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01CO6278070

Qualified in Monroe County  
My Commission Expires 3.18.2017

Sheryl A. Costa  
Notary Public  
My Commission Expires 3.18.2017



## **SCHEDULE 1**

### **TRADEMARK REGISTRATIONS**

<b>FEDERALLY REGISTERED TRADEMARKS</b>		
<b>REGISTRANT</b>	<b>REGISTRATION / (APPLICATION) NUMBER</b>	<b>TITLE</b>
<i>Copley Ohio Newspapers, Inc.</i>	<i>3,949,479</i>	<i>About Stark County</i>
<i>Enterprise NewsMedia, LLC</i>	<i>3,299,079</i>	<i>Town Commons</i>
<i>Enterprise NewsMedia, LLC</i>	<i>3,299,316</i>	<i>South Coast Homes</i>
<i>Enterprise NewsMedia, LLC</i>	<i>3,052,266</i>	<i>Cranberry Coast Homes</i>
<i>GateHouse Media Connecticut Holdings, Inc.</i>	<i>2,894,674</i>	<i>Norwich Bulletin</i>
<i>GateHouse Media Corning Holdings, Inc.</i>	<i>2,788,918</i>	<i>The Leader</i>
<i>GateHouse Media Freeport Holdings, Inc.</i>	<i>2,847,486</i>	<i>The Journal-Standard</i>
<i>GateHouse Media Illinois Holdings II, Inc.</i>	<i>1,213,886</i>	<i>The State Journal-Register</i>
<i>GateHouse Media Illinois Holdings, Inc.</i>	<i>2,320,943</i>	<i>Rockford Register Star</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>3,010,523</i>	<i>Design Only (Fences/Gates)</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>2,069,641</i>	<i>Townonline</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>1,475,873</i>	<i>Beacon and Design</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>3,352,822</i>	<i>The Sandwich Broadsider</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>3,507,954</i>	<i>Southofboston.Com</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>2,007,205</i>	<i>Provincetown Banner</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>3,056,976</i>	<i>Provincetown Banner and The Advocate</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>3,107,411</i>	<i>Outer Cape Living</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>3,345,458</i>	<i>Wicked Local</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>3,666,193</i>	<i>Newton Tab</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>3,650,512</i>	<i>The Daily News Tribune</i>
<i>GateHouse Media Massachusetts I, Inc.</i>	<i>3,675,837</i>	<i>Needham Times</i>
<i>GateHouse Media Missouri Holdings, Inc.</i>	<i>(85/825,139)</i>	<i>Boonslick Visitors' Guide</i>
<i>GateHouse Media New York Holdings, Inc.</i>	<i>1,091,412</i>	<i>Golden Times</i>
<i>GateHouse Media New York Holdings, Inc.</i>	<i>2,747,008</i>	<i>Observer-Dispatch</i>
<i>GateHouse Media Ventures, Inc.</i>	<i>(85/720,044)</i>	<i>Adhance Media</i>
<i>GateHouse Media Ventures, Inc.</i>	<i>(85/720,055)</i>	<i>Adhance Media and Design</i>
<i>GateHouse Media Ventures, Inc.</i>	<i>(85/893,302)</i>	<i>Caresafe</i>
<i>GateHouse Media Ventures, Inc.</i>	<i>(85/893,319)</i>	<i>Care Safe</i>
<i>GateHouse Media Ventures, Inc.</i>	<i>(85/618,646)</i>	<i>Compass Aging Services</i>
<i>GateHouse Media Ventures, Inc.</i>	<i>(85/618,666)</i>	<i>Compass Aging Services and Design</i>

<i>GateHouse Media Ventures, Inc.</i>	<i>(85/617,432)</i>	<i>Propel Marketing</i>
<i>GateHouse Media Ventures, Inc.</i>	<i>(85/617,471)</i>	<i>Propel Marketing and Design</i>
<i>GateHouse Media, Inc.</i>	<i>(86/009,366)</i>	<i>A La Carte</i>
<i>GateHouse Media, Inc.</i>	<i>(85/676,765)</i>	<i>Bestride.Com and Design</i>
<i>GateHouse Media, Inc.</i>	<i>(85/724,120)</i>	<i>Colossal Deal</i>
<i>GateHouse Media, Inc.</i>	<i>(85/724,123)</i>	<i>Colossal Auction</i>
<i>GateHouse Media, Inc.</i>	<i>3,424,658</i>	<i>Gatehouse Media and Design</i>
<i>GateHouse Media, Inc.</i>	<i>(86/009,325)</i>	<i>More Content Now and Design</i>
<i>GateHouse Media, Inc.</i>	<i>(85/719,946)</i>	<i>Paint It All Pink</i>
<i>GateHouse Media, Inc.</i>	<i>3,924,001</i>	<i>Radarfrog</i>
<i>GateHouse Media, Inc.</i>	<i>3,926,750</i>	<i>Radarfrog and Horizontal Design</i>
<i>GateHouse Media, Inc.</i>	<i>3,926,751</i>	<i>Radarfrog and Vertical Design</i>
<i>GateHouse Media, Inc.</i>	<i>3,920,988</i>	<i>Save Here and Everywhere</i>
<i>GateHouse Media, Inc.</i>	<i>3,587,689</i>	<i>Totally Local</i>
<i>GateHouse Media, Inc.</i>	<i>3,472,965</i>	<i>Totally Local and Design</i>
<i>George W. Prescott Publishing Company, LLC</i>	<i>2,097,397</i>	<i>The Patriot Ledger</i>