

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
TIMES HOLDING CO		12/06/2013	CORPORATION: FLORIDA
TIMES PUBLISHING COMPANY		12/06/2013	CORPORATION: FLORIDA
TAMPA BAY NEWSPAPERS, INC.		12/06/2013	CORPORATION: FLORIDA
TIMES MEDIA SERVICES, INC.		12/06/2013	CORPORATION: FLORIDA
TREND MAGAZINES, INC.		12/06/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	CRYSTAL FINANCIAL LLC
Street Address:	Two International Place, 17th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1653052	FLORIDIAN
Registration Number:	3417889	IN THE KNOW. IN THE TIMES.
Registration Number:	3859241	PANTS ON FIRE TRUTH-O-METER
Registration Number:	3414273	POLITIFACT
Registration Number:	4349343	SETTLE IT! POLITIFACT'S ARGUMENT ENDER
Registration Number:	2868446	ST.PETE TIMES
Registration Number:	1617625	ST. PETERSBURG TIMES
Registration Number:	1587715	ST. PETERSBURG TIMES
Registration Number:	3950952	TAMPA BAY TIMES
Registration Number:	3011389	TBT
Registration Number:	3855824	TRUTH-O-METER

OP \$390.00 1653052

Registration Number:	3855782	TRUTH-O-METER
Registration Number:	1659700	FLORIDA TREND
Registration Number:	1644395	GOLDEN SPOON AWARDS
Registration Number:	3253298	TAMPA BAY TODAY

CORRESPONDENCE DATA

Fax Number: 6173417701
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6173417729
Email: kschmidt@morganlewis.com
Correspondent Name: Katarzyna Schmidt
Address Line 1: 225 Franklin Street, 16th Floor
Address Line 2: c/o Morgan Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Katarzyna Schmidt
Signature:	/Katarzyna Schmidt/
Date:	12/17/2013

Total Attachments: 8
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement") is made this sixth day of December, 2013, by and among the Persons identified on signature pages hereto (each a "Grantor" and, collectively, the "Grantors"), and **CRYSTAL FINANCIAL LLC**, a Delaware limited liability company, as agent (together with its successors in such capacity, the "Agent") for itself and various financial institutions (collectively, the "Lenders").

RECITALS

WHEREAS, Times Publishing Company, together with Times Holding Co. (collectively, the "Borrowers"), the other Loan Parties party thereto from time to time, Agent and the Lenders party thereto from time to time are parties to that certain Term Loan Agreement, dated as of the date hereof (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lenders have agreed to extent Term Loans to or for the benefit of the Borrowers. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement;

WHEREAS, it is a condition to the obligations of the Lenders to make the Term Loans under the Loan Agreement, that each Grantor execute and deliver a trademark security agreement in the form hereof;

WHEREAS, under the terms of the Security Agreement, dated as of the date hereof (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantors have granted to Agent, for the benefit of itself and the Lenders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. **Grant of Security Interest**. To secure the prompt payment and performance of the Secured Obligations (as such term is defined in the Security Agreement), each Grantor hereby grants, transfers, and assigns to Agent, for the benefit of itself and the Lenders, a continuing security interest in and first priority lien upon all of such Grantor's right, title and interest in the following property, whether now owned or existing or hereafter created or acquired from time to time (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, trademark applications, service marks and service mark applications, including, without limitation, the trademarks, service marks and applications listed on Exhibit A attached hereto and made a part hereof

(as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, service marks and applications, together with the items described in clauses (i) through (iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of each Grantor's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits).

2. **Representations, Warranties, and Covenants of Grantors.** Each Grantor hereby represents, warrants, and covenants with and to Agent as follows:

(a) each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable in the United States or in the jurisdictions in which it is registered;

(b) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(c) such Grantor has the unqualified right to enter into this Agreement and perform its terms;

(d) each of the Trademarks is valid and enforceable in the United States or in the jurisdictions in which it is registered; and

(e) the Grantors are the sole and exclusive owners of the entire right, title and interest in and to all of the Trademark Collateral, free and clear of any Liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by such Grantor not to sue third Persons.

3. **Covenants of Grantors.** Each Grantor hereby covenants and agrees to and with Agent as follows:

(a) Except to the extent that any Grantor discontinues a product or service associated with a Trademark, each Grantor will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement; and

(b) Each Grantor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, to the extent necessary and consistent with this Agreement, filing an affidavit of use with the United States Patent and Trademark Office for each

Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

(c) Until all of the Obligations have been satisfied in full and the Loan Agreement and Guarantees have been terminated, no Grantor shall, without the prior written approval of Agent, enter into any license agreement relating to any of the Trademarks with any Person except (a) non-exclusive licenses to customers of any Grantor in the regular and ordinary course of its business as presently conducted and for reasonable and customary compensation and (b) otherwise as provided in the Loan Documents and shall not become a party to any agreement with any Person that is inconsistent with such Grantor's duties and obligations under this Agreement.

4. **After-Acquired Trademarks.** If, before the Obligations have been satisfied in full, any Grantor shall obtain rights to any new registered trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of Section 1 hereof shall automatically apply thereto and such Grantor shall give to Agent prompt written notice thereof and shall deliver an amended Exhibit A reflecting such new or revised information.

5. **Remedies Upon Default.** Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, upon and at any time after the occurrence of an Event of Default, Agent may immediately, for the benefit of itself and the Lenders, without notice (except as described in the next sentence, if required by applicable law), directly collect any payments due to any Grantor in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all, or from time to time, any of the Trademark Collateral, or any interest which any Grantor may have therein. The Grantors hereby agree that ten (10) days' notice to Agent of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice. At any such sale or disposition, Agent may, to the extent permitted by applicable law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Grantors, which right the Grantors hereby waive and release. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations, in such order and manner as may be authorized or required by the Loan Agreement. If any deficiency shall arise, each Grantor and each Guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

6. **Power of Attorney.** For purposes of taking action permitted under this Agreement, the Grantors hereby make, constitute and appoint Agent, and any officer or agent of Agent, as Agent may select, as the Grantors' true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: (a) to endorse any Grantor's name on all applications, documents, papers and instruments necessary for Agent either to continue the registration of or to use the Trademarks; (b) to grant or issue any exclusive or non-exclusive license under the Trademarks to any other Person; or (c) to assign, pledge,

convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

7. **Release of Collateral.** At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement and Guarantees shall have been terminated, all of Agent's rights hereunder shall terminate, and full rights to the Trademark Collateral shall automatically be vested in the Grantors. Agent shall execute and deliver to the Grantors, without representation, warranty or recourse and at the Grantors' sole cost and expense, all releases and other instruments necessary to terminate and release Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Grantors in accordance with the terms of the Loan Documents or by Agent pursuant to the terms of this Agreement or any of the other Loan Documents.

8. **Protection of Trademarks and Trademark Prosecution.** Each Grantor shall, consistent with its practices at the time of this Agreement, use commercially reasonable efforts to detect any infringements of the Trademarks and shall notify Agent in writing of material infringements detected. Each Grantor shall have the duty, through counsel acceptable to Agent, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary to preserve and maintain all rights in the Trademarks (subject to each Grantor's reasonable discretion in the ordinary course of business or promptly upon Agent's request during the existence of a Default or Event of Default). Any expenses incurred in connection with such applications or proceedings shall be borne by such Grantor. No Grantor shall, without the prior written consent of Agent, abandon any registered trademark that has been used in commerce, except if the product or service associated with the such trademark or trademark application has been discontinued, or if the name of the product or service associated with such trademark or trademark application has been changed. Notwithstanding anything to the contrary contained in this Section 8, upon and at any time after the occurrence of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder. In either event, each Grantor shall at the request of Agent provide reasonable cooperation and execute any and all proper documents required by Agent to aid such enforcement or defense and such shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this Section 8.

9. **Additional Rights of Agent.** If any Grantor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Agent may do so in such Grantor's name or in Agent's name, in Agent's sole discretion, but at such Grantor's sole cost and expense. Each Grantor hereby agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

10. **Remedies Cumulative.** All of Agent's rights and remedies with respect to the Trademark Collateral, whether established by this Agreement or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

11. **Indulgences Not Waivers.** No course of dealing between the Grantors and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or future exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. **Entire Agreement.** This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

14. **Successors and Assigns.** The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agent and of each Lender and upon the successors and assigns of the Grantors. No Grantor shall assign its rights or delegate its duties hereunder without the prior written consent of Agent.

15. **Waiver of Notice.** The Grantors hereby waive notice of Agent's acceptance hereof.

16. **Governing Law.** This Agreement shall be governed in all respects by, and construed in accordance with, the internal laws of the State of New York.

17. **JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GRANTORS AND AGENT EACH HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARK COLLATERAL.

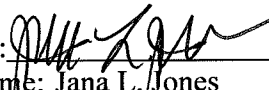
18. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. In proving this Agreement in any judicial proceeding, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

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IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

GRANTORS:

TIMES HOLDING CO.

By: 
Name: Jana L. Jones
Title: Treasurer

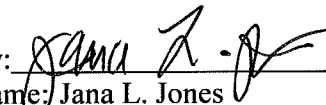
TIMES PUBLISHING COMPANY

By: 
Name: Jana L. Jones
Title: Treasurer

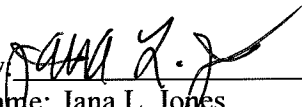
TAMPA BAY NEWSPAPERS, INC.

By: 
Name: Jana L. Jones
Title: Treasurer

TIMES MEDIA SERVICES, INC.

By: 
Name: Jana L. Jones
Title: Treasurer


TREND MAGAZINES, INC.

By: 
Name: Jana L. Jones
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

CRYSTAL FINANCIAL LLC, as Agent

By: 
Name: Evren Ozargun
Title: Authorized Signatory

<u>Trademark Name</u>	<u>Owner</u>	<u>Registration/ Application Date</u>	<u>Registration/ Application No.</u>
Floridian	Times Publishing Company	8/6/1991	1653052
In the Know. In the Times.	Times Publishing Company	4/29/2008	3417889
Pants on Fire Truth-o-Meter	Times Publishing Company	10/12/2010	3859241
PolitiFact	Times Publishing Company	4/22/2008	3414273
SettleIt! Politifact's Argument Ender	Times Publishing Company	6/11/2013	4349343
St. Pete Times	Times Publishing Company	8/3/2004	2868446
St. Petersburg Times	Times Publishing Company	10/16/1990	1617625
St. Petersburg Times - Stylized	Times Publishing Company	3/20/1990	1587715
Tampa Bay Times	Times Publishing Company	4/26/2012	3950952
tbt	Times Publishing Company	11/1/2005	3011389
Truth-O-Meter (Design)	Times Publishing Company	10/5/2010	3855824
Truth-O-Meter (Word Mark)	Times Publishing Company	10/5/2010	3855782
Florida Trend	Trend Magazines, Inc.	10/8/1991	1659700
Golden Spoon Awards (annual column)	Trend Magazines, Inc.	5/14/1991	1644395
Tampa Bay Today	Tampa Bay Newspapers, Inc.	6/19/2007	3253298