

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																																				
NATURE OF CONVEYANCE:	Trademark Security Agreement																																																				
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>MEDIANEWS GROUP, INC.</td> <td></td> <td>12/30/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>KEARNS-TRIBUNE, LLC</td> <td></td> <td>12/30/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>LOWELL PUBLISHING COMPANY</td> <td></td> <td>12/30/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>MEDIANEWS GROUP INTERACTIVE, INC.</td> <td></td> <td>12/30/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>EASTERN COLORADO PUBLISHING COMPANY</td> <td></td> <td>12/30/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>NEW ENGLAND NEWSPAPERS, INC.</td> <td></td> <td>12/30/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>NORTHWEST PUBLICATIONS, LLC</td> <td></td> <td>12/30/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>PIONEER PRESS DIGITAL LLC</td> <td></td> <td>12/30/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>TORRANCE HOLDINGS LLC</td> <td></td> <td>12/30/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>21ST CENTURY MEDIA, INC.</td> <td></td> <td>12/30/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>UTAH MEDIA, INC.</td> <td></td> <td>12/30/2013</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>WEST COAST MEDIANEWS, LLC</td> <td></td> <td>12/30/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	MEDIANEWS GROUP, INC.		12/30/2013	CORPORATION: DELAWARE	KEARNS-TRIBUNE, LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE	LOWELL PUBLISHING COMPANY		12/30/2013	CORPORATION: DELAWARE	MEDIANEWS GROUP INTERACTIVE, INC.		12/30/2013	CORPORATION: DELAWARE	EASTERN COLORADO PUBLISHING COMPANY		12/30/2013	CORPORATION: DELAWARE	NEW ENGLAND NEWSPAPERS, INC.		12/30/2013	CORPORATION: DELAWARE	NORTHWEST PUBLICATIONS, LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE	PIONEER PRESS DIGITAL LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE	TORRANCE HOLDINGS LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE	21ST CENTURY MEDIA, INC.		12/30/2013	CORPORATION: DELAWARE	UTAH MEDIA, INC.		12/30/2013	CORPORATION: DELAWARE	WEST COAST MEDIANEWS, LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE	
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RECEIVING PARTY DATA																																																					
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION																																																				
Street Address:	100 Park Avenue																																																				
Internal Address:	14th Floor																																																				
City:	New York																																																				
State/Country:	NEW YORK																																																				
Postal Code:	10017																																																				
Entity Type:	National Banking Association: UNITED STATES																																																				
PROPERTY NUMBERS Total: 31																																																					

CH \$790.00 4002926

Property Type	Number	Word Mark
Registration Number:	4002926	ADHAWK CENTRAL
Registration Number:	1616671	MEDIANEWS GROUP
Registration Number:	1585560	MEDIANEWS GROUP
Registration Number:	2943329	MEDIANEWS GROUP
Registration Number:	3763938	SOUTHERN CALIFORNIA SPACES
Registration Number:	3900342	ADTAXI NETWORKS
Registration Number:	3900343	ADTAXI NETWORKS
Registration Number:	3532843	THE SALT LAKE TRIBUNE
Registration Number:	3566260	THE SALT LAKE TRIBUNE
Registration Number:	1785489	EL ECONOMICO
Registration Number:	3141159	MOTORWAY
Registration Number:	2836096	PRESS-TELEGRAM
Registration Number:	3324592	TRAFFICMAX
Registration Number:	2894277	TRI-STATE TRADER
Registration Number:	2043577	ST. PAUL PIONEER PRESS
Registration Number:	2718196	TWIN CITIES' HOME PAGE
Registration Number:	2684861	TWINCITIES.COM
Registration Number:	2010107	RAVE!
Registration Number:	2848117	ALLAROUNDPHILLY
Registration Number:	2674285	ALLAROUNDPHILLY.COM
Registration Number:	2499375	BEST OF CONNECTICUT
Registration Number:	2331480	THE CONNECTICUT BRIDE
Registration Number:	3223982	CONNECTICUT HOME & GARDEN
Registration Number:	1315722	CONNECTICUT MAGAZINE
Registration Number:	1484234	HM
Registration Number:	1229664	THE LITCHFIELD COUNTY TIMES
Registration Number:	3381698	OAKLAND PRESS
Registration Number:	3897359	THE TRENTONIAN
Serial Number:	77208676	ALLAROUNDPHILLY ROCKFEST
Registration Number:	2365307	THE WESTCHESTER COUNTY TIMES
Registration Number:	2384815	THE PARK RECORD

**CORRESPONDENCE DATA**

Fax Number: 2155648120

**TRADEMARK**  
**REEL: 005189 FRAME: 0188**

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

Phone: 215-564-8602  
Email: Svictor@stradley.com  
Correspondent Name: SheilaVictor for Christine McDevitt, Esq  
Address Line 1: Stradley Ronon Stevens & Young, LLP  
Address Line 2: 2005 Market Street, Suite 2600  
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	185535-0016
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NAME OF SUBMITTER:	Sheila Victor
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Signature:	/Sheila Victor/
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Date:	01/08/2014
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**Total Attachments: 12**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of December 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 30, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the lenders identified on the signature pages thereto (each of such lenders, together with its successors and assigns, is referred to hereinafter as a "Lender," as that term is hereinafter further defined), Agent, as administrative agent for each member of the Lender Group and the Bank Product Providers, MediaNews Group, Inc., a Delaware corporation ("MediaNews" or "Parent"), and each Subsidiary of Parent identified on the signature pages thereto or which becomes party to the Credit Agreement as a Borrower by executing and delivering to Agent a joinder agreement in form and substance satisfactory to Agent (such Subsidiaries, together with the Parent, are referred to hereinafter each individually as a "Borrower," and individually and collectively, jointly and severally, as the "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security

interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto, and Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall

deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**MEDIANEWS GROUP, INC.  
KEARNS-TRIBUNE, LLC  
LOWELL PUBLISHING COMPANY  
MEDIANEWS GROUP INTERACTIVE,  
INC.  
EASTERN COLORADO PUBLISHING  
COMPANY  
NEW ENGLAND NEWSPAPERS, INC.  
NORTHWEST PUBLICATIONS, LLC  
PIONEER PRESS DIGITAL LLC  
TORRANCE HOLDINGS LLC  
21ST CENTURY MEDIA, INC  
UTAH MEDIA, INC.  
WEST COAST MEDIANEWS, LLC**

By:   
Name: James McDougald  
Title: Treasurer

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking association**

By: \_\_\_\_\_  
Name:  
Title:

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK  
REEL: 005189 FRAME: 0193**

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**GRANTORS:**


**MEDIANEWS GROUP, INC.  
KEARNS-TRIBUNE, LLC  
LOWELL PUBLISHING COMPANY  
MEDIANEWS GROUP INTERACTIVE,  
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EASTERN COLORADO PUBLISHING  
COMPANY  
NEW ENGLAND NEWSPAPERS, INC.  
NORTHWEST PUBLICATIONS, LLC  
PIONEER PRESS DIGITAL LLC  
TORRANCE HOLDINGS LLC  
21ST CENTURY MEDIA, INC  
UTAH MEDIA, INC.  
WEST COAST MEDIANEWS, LLC**

By: \_\_\_\_\_  
Name: James McDougald  
Title: Treasurer

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION**, a national banking association

By:   
Name: Casimir Mazerkiewicz  
Title: Authorized Signatory

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT




**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

**TRADEMARKS**

**MediaNews Group, Inc.**

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
ADHAWK CENTRAL AdHawk Central	77-740344 May 19, 2009	4,002,926 July 26, 2011	Int'l Class: 42	Registered July 26, 2011	MediaNews Group, Inc.	
MEDIANEWS GROUP	73-653114 April 6, 1987	1,616,671 October 9, 1990	Int'l Class: 16 Newspapers	Renewed August 23, 2010	MediaNews Group, Inc.	
MEDIANEWS GROUP (Stylized) MediaNews Group	73-655243 April 14, 1987	1,585,560 March 6, 1990	Int'l Class: 16 Newspapers	Renewed August 23, 2010	MediaNews Group, Inc.	
MEDIANEWS GROUP (Stylized) MediaNews Group	76-474081 December 12, 2002	2,943,329 April 26, 2005	Int'l Class: 35, 41	Registered Sec 8 & 15 accepted March 16, 2011	MediaNews Group, Inc.	
SOUTHERN CALIFORNIA SPACES (Stylized) spaces	77-421147 March 13, 2008	3,763,938 March 23, 2010	Int'l Class: 16, 41	Registered	MediaNews Group, Inc.	
ADTAXI NETWORKS ADTAXI NETWORKS	SN:85-042778 May 19, 2010	3,900,342 01/04/2011	(Int'l Class: 35) Advertising and advertisement services; advertising	Registered	MediaNews Group, Inc., as successor in interest to The Denver Post LLC	

Trademark	Ser./App. No. Filing Date	Regn. No./Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
ADTAXI NETWORKS and Design 	SN:85-042779 May 19, 2010	3,900,343 01/04/2011	(Int'l Class: 35) Advertising and advertisement services; advertising and marketing services, namely, promoting the goods and services of others		(transfer of registration pending)  MediaNews Group, Inc., as successor in interest to The Denver Post LLC (transfer of registration pending)	

**Kearns-Tribune, LLC**

Trademark	Ser./App. No. Filing Date	Regn. No./Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
THE SALT LAKE TRIBUNE	76-334589 November 5, 2001	3,532,843 November 18, 2008	Int'l Class: 16	Registered Principal Register - Sec. 2(F) November 18, 2008	Kearns-Tribune, LLC	
THE SALT LAKE TRIBUNE	76-482676 January 16, 2003	3,566,260 January 27, 2009	Int'l Class: 35, 41	Registered Principal Register - Sec. 2(F) January 27, 2009	Kearns-Tribune, LLC	

MediaNews Group Interactive, Inc.

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
EL ECONOMICO	74-287162 June 22, 1992	1,785,489 August 3, 1993	Int'l Class: 16	Renewed September 26, 2003	MediaNews Group Interactive, Inc.	
MOTORWAY	78-427965 June 1, 2004	3,141,159 September 12, 2006	Int'l Class: 35, 36	Registered September 12, 2006	MediaNews Group Interactive, Inc.	
PRESS-TELEGRAM	76-482813 January 16, 2003	2,836,096 April 27, 2004	Int'l Class: 16, 35, 41	Sec 8 & 15 Accepted July 14, 2010	MediaNews Group Interactive, Inc.	
TRAFFICMAX TRAFFICMAX	78-948401 August 9, 2006	3,324,592 October 30, 2007	Int'l Class: 35	Registered October 30, 2007	MediaNews Group Interactive, Inc.	

Eastern Colorado Publishing Company

Trademark	Ser./App. No. Filing Date	Regn. No./Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
TRI-STATE TRADER	76-467133 November 14, 2002	2,894,277 October 19, 2004	(Int'l Class: 16)	Sec 8 & 15 Accepted October 29, 2010	Eastern Colorado Publishing Company	

Northwest Publications, LLC

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
ST. PAUL PIONEER PRESS	75-089892 April 17, 1996	2,043,577 March 11, 1997	Int'l Class: 16	Renewed March 11, 2007	Northwest Publications, LLC	

Pioneer Press Digital LLC

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
TWIN CITIES' HOME PAGE	76-008382 March 22, 2000	2,718,196 May 20, 2003	Int'l Class: 42	Registered Supplemental Register 8 Accepted February 4, 2009	Pioneer Press Digital, LLC	
TWINCITIES.COM	76-163087 November 9, 2000	2,684,861 February 4, 2003	Int'l Class: 35, 38, 42	Renewed Feb 2013	Pioneer Press Digital, LLC	

Torrance Holdings LLC (f/k/a Hearst Torrance Holdings)

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Full Goods/Services	Status/Status Date	Owner	Notes
RAVE! (Stylized)	75-015296 November 6, 1995	2,010,107 October 22, 1996	(Int'l Class: 16) Publications, namely, periodic	Renewed October 22,	Torrance Holdings, LLC (f/k/a/ Hearst	

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Full Goods/Services	Status/Status Date	Owner	Notes
rave!			newspaper featuring entertainment, music, celebrities, food, restaurants, television, films and stage	2006	Torrance Holdings, LLC), as successor in interest to Copley Press, Inc. (USPTO lists Copley Press, Inc. as owner)	

21st Century Media

Registered Federal Trademarks

Mark	Jurisdiction	Serial Number	Owner	Status
Allaroundphilly	Federal	2848117/ 76307162	21st Century Media, Inc.	Registered
Allaroundphilly.com	Federal	2674285/ 76307161	21st Century Media, Inc.	Registered
Best of Connecticut	Federal	2499375/ 75639663	21st Century Media, Inc.	Registered
Connecticut Bride	Federal	2331480/ 75567296	21st Century Media, Inc.	Registered
Connecticut Home & Garden	Federal	3223982/ 78632055	21st Century Media, Inc.	Registered

Mark	Jurisdiction	Serial Number	Owner	Status
Connecticut Magazine	Federal	1315722/ 73471180	21st Century Media, Inc.	Registered
HN (Stylized)	Federal	1,484,234/ 73658619	21st Century Media, Inc.	Registered
Litchfield County Times	Federal	1229664/ 73316219	21st Century Media, Inc.	Registered
Oakland Press	Federal	3381698/ 78351050	21st Century Media, Inc.	Registered
The Trentonian	Federal	3897359/ 85038275	21st Century Media, Inc.	Registered
Allaroundphilly Rockfest	Federal	77/208676	21st Century Media, Inc.	Registered
The Westchester County Times	Federal	2365307	21st Century Media, Inc.	Registered

Utah Media, Inc.

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
THE PARK RECORD	75-602662 December 10, 1998	2,384,815 September 12, 2000	Int'l Class: 16	Renewed June 1, 2010	Utah Media, Inc.	