

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
GateHouse Media Intermediate Holdco, Inc.,		11/21/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	MUTUAL QUEST FUND c/o Franklin Mutual Advisers, LLC
Street Address:	101 John F. Kennedy Parkway
City:	Short Hills
State/Country:	NEW JERSEY
Postal Code:	07078
Entity Type:	TRUST: DELAWARE
Composed Of:	<ul style="list-style-type: none"> Franklin Mutual Advisers, LLC, DELAWARE, CORPORATION

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

OP \$1165.00 3949479

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
Serial Number:	85825139	BOONSLICK VISITORS' GUIDE
Registration Number:	1091412	GOLDEN TIMES
Registration Number:	2747008	OBSERVER-DISPATCH
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
Registration Number:	3424658	GATEHOUSE MEDIA
Serial Number:	86009325	MORE CONTENT NOW HIGH-QUALITY FEATURES P
Serial Number:	85719946	PAINT IT ALL PINK
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

TRADEMARK
REEL: 005211 FRAME: 0829

Fax Number: 2027875520

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

Phone: 2027875523

Email: pto@morriskamlay.com

Correspondent Name: Morris & Kamlay LLP

Address Line 1: 1150 18th St. N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	CGSH-501000
NAME OF SUBMITTER:	RHurley
Signature:	/RHurley/
Date:	02/07/2014

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 26th 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 **MUTUAL QUEST FUND**, in its capacity as lender under the Loan Agreement referred to below (the "Lender").

W I T N E S S E T H

WHEREAS, Grantors (together with each other subsidiary guarantor set forth on Schedule I to the Loan Agreement and each Person joined thereto as a guarantor from time to time collectively, the "Guarantors"), GateHouse Media Intermediate Holdco, Inc., a Delaware corporation (the "Borrower", and together with the Guarantors, the "Loan Parties"), have entered into that certain Term Loan and Security Agreement (the "Loan Agreement") dated as of the date hereof with Lender and any other bank or financial institution party thereto from time to time, providing for the extensions of credit to be made to the Borrower by Lender, and pursuant to which the Loan Parties have granted to Lender, for the benefit of Lender, 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 Lender for its benefit 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.

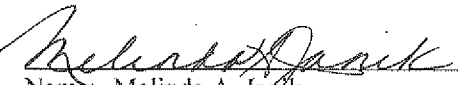
4. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full or the Loan Agreement is terminated, at which time the security interest granted herein shall terminate and Lender shall execute, acknowledge and deliver to each Grantor an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

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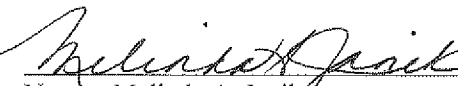
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GATEHOUSE MEDIA, INC.

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

Subsidiary Guarantors:

**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 SECOND LIEN TRADEMARK SECURITY AGREEMENT]

Acknowledged and accepted:

MUTUAL QUEST FUND,
As Lender

By: FRANKLIN MUTUAL ADVISERS, LLC
Its Investment Advisor

By: 
Name: **Shawn Tumulty**
Title: **Vice President**

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005211 FRAME: 0834

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
My Commission Expires: 3.18.2017

SHERYL A. COSTA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01CO6278070
Qualified In Monroe County
My Commission Expires 3.18.2017

SCHEDULE 1

TRADEMARK REGISTRATIONS

FEDERALLY REGISTERED TRADEMARKS		
REGISTRANT	REGISTRATION / (APPLICATION) NUMBER	TITLE
<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>