

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298633

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gracernote, Inc.		03/14/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	10 S. Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: OHIO		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85977627	EYEQ	
<b>Serial Number:</b>	86163754	GRACENOTE ENTOURAGE	
<b>Serial Number:</b>	85525027	HABU	
<b>Serial Number:</b>	75532494	CDDB	
<b>Serial Number:</b>	77005761	DJMIX	
<b>Serial Number:</b>	77005772	DJMOOD	
<b>Serial Number:</b>	77005767	DJSCAN	
<b>Serial Number:</b>	78015093	GRACENOTE	
<b>Serial Number:</b>	77723854	GRAVITY MOBILE	
<b>Serial Number:</b>	77068693	MEDIAVOCS	
<b>Serial Number:</b>	78806758	MUSIC IP	
<b>Serial Number:</b>	78814399	MUSICID	
<b>Serial Number:</b>	78954599	MUSICIP MIXER	
<b>Serial Number:</b>	77005757	MYDJ	
<b>Serial Number:</b>	76221685		
<b>Serial Number:</b>	78787475	MUSICDNS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via</i>			
<b>TRADEMARK</b>			

OP \$415.00 85977627

**US Mail.**

**Phone:** 2023704761  
**Email:** ipteam@nationalcorp.com  
**Correspondent Name:** Thomas Fahey  
**Address Line 1:** 1025 Vermont Avenue NW, Suite 1130  
**Address Line 2:** National Corporate Research, Ltd.  
**Address Line 4:** Washington, DISTRICT OF COLUMBIA 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F148964
<b>NAME OF SUBMITTER:</b>	Karen S. Cottrell
<b>SIGNATURE:</b>	/Karen S. Cottrell/
<b>DATE SIGNED:</b>	03/19/2014

**Total Attachments: 7**

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**NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of March 14, 2014, made by Gracenote, Inc., a Delaware corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of December 27, 2013, among Tribune Company (the "Borrower"), the Lenders and the Agent (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make a single loan to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a supplement to the Security Agreement, dated as of December 27, 2013, by the Borrower and the other parties thereto in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without limitation those Trademarks set forth on Schedule I hereto and, to the extent not otherwise included,

all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Collateral Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Gracernote, Inc.

By: 

Name: Jack Rodden

Title: Assistant Treasurer

[SIGNATURE PAGE TO GRACENOTE TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005240 FRAME: 0237**

JPMORGAN CHASE BANK, N.A.,  
as Agent

By:   
Name: \_\_\_\_\_  
Title: John G. Kowalczuk  
Executive Director

[SIGNATURE PAGE TO GRACENOTE TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 005240 FRAME: 0238**

## SCHEDULE I

### Trademark Applications

<b>Mark</b>	<b>Current Owner</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Status</b>
ENTOURAGE (Korea)	Gracenote, Inc.	452012002590	5/21/12	Published
EYEQ (US)	Gracenote, Inc.	85977627	5/16/11	Allowed – SOU Filed
EYEQ (EU)	Gracenote, Inc.	010352003	10/19/11	Opposed
EYEQ (Korea)	Gracenote, Inc.	4520110005224	11/15/11	Pending
Gracenote Entourage (EU)	Gracenote, Inc.			Proposed
Gracenote Entourage (US)	Gracenote, Inc.	86163754	1/13/14	Pending
HABU	Gracenote, Inc.	85525027	1/25/12	Allowed

### Trademark Registrations

<b>Mark</b>	<b>Current Owner</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
Carstars (EU)	Gracenote, Inc.	008411027	7/7/2009	008411027	3/16/10
CDDDB (US)	Gracenote, Inc.	75532494	8/7/1998	2361355	6/27/00
CDDDB (China)	Gracenote, Inc.	4753844	7/1/05	4753844	2/28/09
CDDDB (EU)	Gracenote, Inc.	002125755	3/12/01	002125755	5/28/02
CDDDB (Japan)	Gracenote, Inc.	2003061589	7/23/03	4762699	4/9/04
CDDDB (Japan)	Gracenote, Inc.	2001026315	3/5/01	4720675	10/24/03
CDDDB (Korea)	Gracenote, Inc.	4520040003881	11/16/04	450015240	2/17/06
CDDDB and Design (China)	Gracenote, Inc.	4753843	7/1/05	4753843	2/28/09
CDDDB and Design (EU)	Gracenote, Inc.	002125904	3/12/01	002125904	5/28/02
CDDDB in Japanese Characters	Gracenote, Inc.	2001026317	3/5/01	4720677	10/24/03
DJMIX (US)	Gracenote, Inc.	77005761	9/22/06	3485492	8/12/08
DJMOOD (US)	Gracenote, Inc.	77005772	9/22/06	3493133	8/26/08

Mark	Current Owner	Application No.	Application Date	Registration Number	Registration Date
DJSCAN (US)	Gracernote, Inc.	77005767	9/22/06	3524591	10/28/08
EYEQ (Japan)	Gracernote, Inc.	2011082367	11/16/11	5540058	11/30/12
GRACENOTE (US)	Gracernote, Inc.	78015093	6/30/00	2637306	10/15/02
Gracernote (Canada)	Gracernote, Inc.	1366844	10/9/07	TMA739673	5/7/09
Gracernote (China)	Gracernote, Inc.	4753842	7/1/05	4753842	2/28/09
Gracernote (EU)	Gracernote, Inc.	002127363	3/12/01	002127363	4/12/02
Gracernote (Japan)	Gracernote, Inc.	2001026318	3/5/01	4720678	10/24/03
Gracernote (Korea)	Gracernote, Inc.	4520040003880	11/16/04	450015239	2/17/06
Gracernote and Puffy G Design (China)	Gracernote, Inc.	4753840	7/1/05	4753840	2/28/09
Gracernote in Katakana (Japan)	Gracernote, Inc.	2001026319	3/5/01	4720679	10/24/03
GRAVITY MOBILE (US)	Gracernote, Inc.	77723854	4/28/09	4172009	7/10/12
Gravity Mobile (EU)	Gracernote, Inc.	008544199	9/11/09	008544199	3/1/10
Gravity Mobile (Japan)	Gracernote, Inc.	2009070658	9/15/09	5311929	3/26/10
Gravity Mobile (Switzerland)	Gracernote, Inc.	596962009	9/3/09	597767	3/10/10
Let Your Music Play (EU)	Gracernote, Inc.	004635777	10/5/05	004635777	12/13/06
MEDIAVOCS (US)	Gracernote, Inc.	77068693	12/20/06	3509253	9/30/08
MediaVOCS (EU)	Gracernote, Inc.	005910591	5/16/07	005910591	7/9/08
MediaVOCS (Korea)	Gracernote, Inc.	4020070026375	5/16/07	400764250	10/8/08
MUSIC IP (US)	Gracernote, Inc.	78806758	2/3/06	3459519	7/1/08
MUSICID (US)	Gracernote, Inc.	78814399	2/14/06	3290542	9/11/07
MUSICID (Canada)	Gracernote, Inc.	1387160	3/12/08	TMA754900	12/9/09
MUSICID (China)	Gracernote, Inc.	5742694	11/23/06	5742694	11/21/11
MUSICID (EU)	Gracernote, Inc.	005481106	11/20/06	005481106	10/9/07
MUSICID (Japan)	Gracernote, Inc.	2006113388	12/7/06	5066749	7/27/07



Mark	Current Owner	Application No.	Application Date	Registration Number	Registration Date
MUSICIP MIXER (US)	Gracnote, Inc.	78954599	8/17/06	3482520	8/5/08
MYDJ (US)	Gracnote, Inc.	77005757	9/22/06	3468519	7/15/08
PUFFY G Logo (US)	Gracnote, Inc.	76221685	3/8/01	2578048	6/11/02
Puffy G Logo (Canada)	Gracnote, Inc.	1387164	3/12/08	TMA750117	10/14/09
Puffy G Logo (China)	Gracnote, Inc.	4753841	7/1/05	4753841	2/28/09
Puffy G Logo (EU)	Gracnote, Inc.	002127058	3/12/01	002127058	6/4/02
Puffy G Logo (Japan)	Gracnote, Inc.	2001026320	3/5/01	4720680	10/24/03
Puffy G Logo (Korea)	Gracnote, Inc.	0003882	11/16/04	0016493	6/22/06
MUSICDNS	Gracnote, Inc.	78787475	1/9/06	3309375	10/9/07

State Trademarks

Mark	Current Owner	Registration Number	State
Design Logo (Musical Note)	Gracnote, Inc.	061849	California
GRACENOTE MUSICID	Gracnote, Inc.	061851	California
MUSICID	Gracnote, Inc.	061848	California