

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM299822

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INN Partners, L.C. d/b/a TownNews.com		03/31/2014	LIMITED LIABILITY COMPANY: IOWA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3639360	AD-OWL	
Registration Number:	3639364	MURLINSTATS	
Registration Number:	3639362	TOWNNEWS.COM	
CORRESPONDENCE DATA			
Fax Number:	5633241616		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(563) 324-3246		
Email:	USPTOmail@l-wlaw.com		
Correspondent Name:	LANE & WATERMAN LLP		
Address Line 1:	220 N. Main Street, Suite 600		
Address Line 4:	Davenport, IOWA 52801		
ATTORNEY DOCKET NUMBER:	2366-620		
NAME OF SUBMITTER:	April A. Price		
SIGNATURE:	/APRIL A. PRICE/		
DATE SIGNED:	03/31/2014		
Total Attachments: 6			
source=13-Executed Lee TM Agreement - Inn Partners#page1.tif			
source=13-Executed Lee TM Agreement - Inn Partners#page2.tif			

OP \$90.00 3639360

source=13-Executed Lee TM Agreement - Inn Partners#page3.tif

source=13-Executed Lee TM Agreement - Inn Partners#page4.tif

source=13-Executed Lee TM Agreement - Inn Partners#page5.tif

source=13-Executed Lee TM Agreement - Inn Partners#page6.tif

TRADEMARK

REEL: 005248 FRAME: 0096

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, INN PARTNERS, L.C., d/b/a TownNews.com, an Iowa limited liability company (the “Grantor”) with principal offices at 1510 47th Avenue, Moline, IL 61265, hereby grants to JPMORGAN CHASE BANK, N.A., as Collateral Agent, with principal offices at 383 Madison Avenue, New York, NY 10179 (the “Grantee”), for the benefit of the Secured Creditors, a continuing security interest in the Grantor’s Collateral, including all of the Grantor’s right, title and interest in, to and under (i) the Marks including but not limited to those set forth on Schedule A attached hereto and (ii) all Proceeds and products of, and all accessions to, substitutions and replacements for, and rents, profits and products of the Marks. Capitalized terms used herein without definition are used as defined in the Collateral Agreement referred to below.

Grantor authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Grant.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor pursuant to the Guarantee and Collateral Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of March 31, 2014 (as amended, modified, restated and/or supplemented from time to time, the “Collateral Agreement”). Upon the occurrence of the Termination Date, and receipt of a written request, the Grantee shall release the security interest in the Marks acquired under this Grant pursuant to the terms of the Collateral Agreement.


This Grant has been granted in conjunction with the security interest granted to the Grantee under the Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

This Agreement and the rights and obligation of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]


IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 31st
day of March, 2014.

INN PARTNERS, L.C., Grantor
By: ACCUDATA, INC., Managing Member

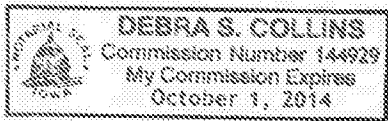
By: 
Name: C. D. Waterman III
Title: Secretary

STATE OF IOWA)
) ss.:
COUNTY OF SCOTT)

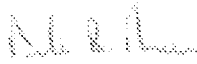
On this 27th day of March, 2014, before me personally came C. D. Waterman III who, being by me duly sworn, did state as follows: that he is Secretary of Accudata, Inc., Managing Member of INN Partners, L.C. that he is authorized to execute the foregoing Grant on behalf of said limited liability company and that he did so by authority of the Members of said limited liability company.



Notary Public




JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By: 
Name: Peter B. Thauer
Title: Managing Director

STATE OF New York)
COUNTY OF New York) ss:

On the 28 day of March in the year 2014, before me, the undersigned, personally appeared Peter Thaut, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public
[affix stamp]

Margarita Torres
Notary Public, State of New York
Qualified in Bronx County
Certificate Filed in New York County
Commission #: 01T06041062
My Commission Expires: May 1, 20__

SCHEDULE A

<u>Owner</u>	<u>Mark</u>	<u>Reg. Date</u>	<u>Registration No.</u>
INN Partners, L.C. d/b/a/ TownNews.com	Ad-Owl	6/16/2009	3639360
	MurlinStats	6/16/2009	3639364
	TownNews.com	6/16/2009	3639362