

TRAD

05/08/2014

SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM303073



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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
McClatchy USA, Inc.		04/29/2014	CORPORATION: DELAWARE
McClatchy Management Services, Inc.		04/29/2014	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative Agent
<b>Street Address:</b>	800 FIFTH AVENUE
<b>Internal Address:</b>	FLOOR 17
<b>City:</b>	SEATTLE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98104
<b>Entity Type:</b>	National Association: UNITED STATES
<b>Name:</b>	The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
<b>Street Address:</b>	700 SOUTH FLOWER STREET
<b>Internal Address:</b>	SUITE 500
<b>City:</b>	LOS ANGELES
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90017
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 15**

Property Type	Number	Word Mark
Registration Number:	4461362	ATWATER SIGNAL
Serial Number:	86173710	CENTRAL VALLEY
Registration Number:	4474090	CLOVIS INDEPENDENT
Serial Number:	86088815	
Serial Number:	85917386	KANSAS CITY EVENING STAR
Serial Number:	86069211	LIPSTIK
Registration Number:	4461363	LIVINGSTON CHRONICLE
Registration Number:	4461364	LOS BANOS ENTERPRISE
Serial Number:	86226075	MIDDLE OF THE MAP FEST
Registration Number:	4418687	SIERRA STAR

5-8-14

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Property Type	Number	Word Mark
Serial Number:	86001980	TRU
Serial Number:	86051523	TRU LOCAL
Serial Number:	86001971	TRU MEASURE
Serial Number:	86001993	TRUTH IN MEDIA MEASUREMENT
Serial Number:	86083496	WATCHING WASHINGTON AND THE WORLD

**CORRESPONDENCE DATA**

**Fax Number:**

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

**Phone:** 312-701-8944

**Email:** ptierney@mayerbrown.com, ipdocket@mayerbrown.com, msherlock@mayerbrown.com

**Correspondent Name:** Patrick Tierney

**Address Line 1:** PO Box 2828

**Address Line 4:** Chicago, ILLINOIS 60690-2828

**ATTORNEY DOCKET NUMBER:** 04262717

**NAME OF SUBMITTER:** Patrick Tierney

**SIGNATURE:** /PT/

**DATE SIGNED:** 04/30/2014

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 29, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of (i) Bank of America, N.A. ("BofA"), as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and Swing Line Lender and as L/C Issuer (each as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Bank Security Agreement referred to below) (the "Bank Secured Parties"), and (ii) The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Notes Security Agreement referred to below) (the "Notes Secured Parties").

### WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement dated as of December 18, 2012 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") among the The McClatchy Company (the "Company"), the Lenders from time to time party thereto, BofA, as Administrative Agent, Swing Line Lender and L/C Issuer, the Lenders, JP Morgan Chase Bank, N.A., as Syndication Agent, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities Inc., as Joint Lead Arrangers and Joint Book Managers, the Swing Line Lender and the L/C Issuer have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, the Company, its subsidiaries party thereto as guarantors and The Bank of New York Mellon Trust Company, N.A., as trustee and as Collateral Agent, have entered into that certain Indenture dated as of December 18, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture") pursuant to which the Company has issued \$910,000,000 aggregate principal amount of its 9.0% Senior Secured Notes due 2022 (together with any Additional Notes or Exchange Notes (each as defined in the Indenture) issued pursuant to the Indenture, the "Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed (i) pursuant to a Security Agreement dated as of September 26, 2008 in favor of the Administrative Agent (together with any reaffirmation of such agreement, the "Bank Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) (the "Bank Obligations") of the Company and (ii) pursuant to a Security Agreement dated as of December 18, 2012 in favor of the Collateral Agent for the benefit of the Notes Secured Parties (the "Notes Security Agreement"), to guarantee the Secured Obligations (as defined in the Notes Security Agreement) (the "Notes Obligations") of the Grantors; and

WHEREAS, all of the Grantors are party to the Security Agreements pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to evidence the short-form intellectual property security agreements required pursuant to each Security Agreement, each Grantor hereby agrees as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Security Agreements.

(b) The following terms shall have the following meanings:

“Agents” means, collectively, the Administrative Agent and the Collateral Agent.

“Obligations” means, collectively, the Bank Obligations and the Notes Obligations.

“Secured Parties” means, collectively, the Bank Secured Parties and the Notes Secured Parties.

“Security Agreements” means, collectively, the Bank Security Agreement and the Notes Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to Agents for the benefit of the Secured Parties, and grants to Agents for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to each Agent pursuant to the applicable Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of each Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the applicable Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

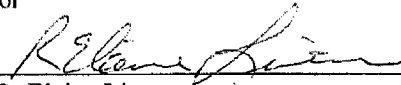
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

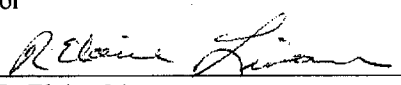
Very truly yours,

McClatchy USA, Inc.,  
as Grantor

All By:   
Name: R. Elaine Lintecum  
Title: Vice President

Very truly yours,

McClatchy Management Services, Inc.,  
as Grantor

All By:   
Name: R. Elaine Lintecum  
Title: President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	OWNER NAME	APPLICATION/REG #	DATE
ATWATER SIGNAL	McClatchy Management Services, Inc.	4461362	1/07/14
CENTRAL VALLEY	McClatchy Management Services, Inc.	86173710	1/23/14
CLOVIS INDEPENDENT	McClatchy Management Services, Inc.	4474090	1/28/14
DC BUREAU LOGO	McClatchy Management Services, Inc.	86088815	10/10/13
KANSAS CITY EVENING STAR	McClatchy U.S.A., Inc.	85917386	4/29/13
LIPSTIK	McClatchy U.S.A., Inc.	86069211	9/13/13
LIVINGSTON CHRONICLE	McClatchy Management Services, Inc.	4461363	1/07/14
LOS BANOS ENTERPRISE	McClatchy Management Services, Inc.	4461364	1/07/14
MIDDLE OF THE MAP FEST	McClatchy U.S.A., Inc.	86226075	3/19/14
SIERRA STAR	McClatchy Management Services, Inc.	4418687	10/15/13
TRU (DESIGN)	McClatchy Management Services, Inc.	86001980	7/03/13
TRU LOCAL	McClatchy Management Services, Inc.	86051523	8/29/13
TRU MEASURE	McClatchy Management Services, Inc.	86001971	7/3/13
TRUTH IN MEDIA MEASUREMENT	McClatchy Management Services, Inc.	86001993	7/3/13
WATCHING WASHINGTON AND THE WORLD	McClatchy Management Services, Inc.	86083496	10/04/13