

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306244

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HALIFAX WORCESTER, LLC		06/02/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK, as Administrative Agent		
Street Address:	211 Perimeter Center Parkway		
Internal Address:	Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3613680	D.B.A.	
Registration Number:	4075542	MASSMOMS.COM	
Registration Number:	0514508	SUNDAY TELEGRAM	
Registration Number:	1574954	TELEGRAM & GAZETTE	
Registration Number:	3831449	WORCESTERU	
Registration Number:	4503062	WORCESTER CONNECTS	
CORRESPONDENCE DATA			
Fax Number:	4045725100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-572-3431		
Email:	cfraser@kslaw.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309-3521		
ATTORNEY DOCKET NUMBER:	REGIONAL - 52990.015941		
NAME OF SUBMITTER:	Carol Fraser		

CH \$165.00 3613680

SIGNATURE:	//Carol Fraser//
DATE SIGNED:	06/02/2014
Total Attachments: 6 source=Halifax - Trademark Security Agreement (Worcester Acquisition) (executed 6-2-14)#page1.tif source=Halifax - Trademark Security Agreement (Worcester Acquisition) (executed 6-2-14)#page2.tif source=Halifax - Trademark Security Agreement (Worcester Acquisition) (executed 6-2-14)#page3.tif source=Halifax - Trademark Security Agreement (Worcester Acquisition) (executed 6-2-14)#page4.tif source=Halifax - Trademark Security Agreement (Worcester Acquisition) (executed 6-2-14)#page5.tif source=Halifax - Trademark Security Agreement (Worcester Acquisition) (executed 6-2-14)#page6.tif	

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 2, 2014 (this "Agreement"), is made by Halifax Worcester, LLC, a Florida limited liability company (the "Debtor"), in favor of SUNTRUST BANK, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders.

WHEREAS, Debtor, Halifax Media Holdings LLC, a Delaware limited liability company ("Halifax Intermediate"), Halifax Media Acquisition LLC, a Delaware limited liability company ("Halifax Media"), Halifax Alabama, LLC, a Florida limited liability company ("Halifax Alabama"), Halifax Lakeland, LLC, a Florida limited liability company ("Halifax Lakeland"), Halifax Louisiana, LLC, a Florida limited liability company ("Halifax Louisiana"), Halifax North Carolina, LLC, a Florida limited liability company ("Halifax North Carolina"), Halifax North Central Florida, LLC, a Florida limited liability company ("Halifax North Central Florida"), Halifax Sarasota, LLC, a Florida limited liability company ("Halifax Sarasota"), Halifax South Carolina, LLC, a Florida limited liability company ("Halifax South Carolina"), Halifax Gaston/Shelby, LLC, a Florida limited liability company ("Halifax Gaston"), Halifax Burlington, LLC, a Florida limited liability company ("Halifax Burlington"), Halifax Eastern North Carolina, LLC, a Florida limited liability company ("Halifax Eastern North Carolina"), Halifax Northwest Florida, LLC, a Florida limited liability company ("Halifax Northwest Florida" and, together with Debtor, Halifax Intermediate, Halifax Media, Halifax Alabama, Halifax Lakeland, Halifax Louisiana, Halifax North Carolina, Halifax North Central Florida, Halifax Sarasota, Halifax South Carolina, Halifax Gaston, Halifax Burlington and Halifax Eastern North Carolina, collectively, the "Borrowers" and each individually, a "Borrower"), the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of October 10, 2013 (as heretofore amended and as otherwise amended, restated, supplemented, replaced, increased, refinanced or modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain Subsidiaries and affiliates of the Borrowers have entered into the Security Agreement, dated as of October 10, 2013 (as heretofore amended and as otherwise amended, restated, supplemented or modified from time to time, the "Security Agreement"), in favor of the Administrative Agent for the benefit of the Lender Group;

WHEREAS, pursuant to that certain Joinder to Guaranty and Security Agreement, dated as of the date hereof, among Debtor, the other Credit Parties signatory thereto and Administrative Agent, Debtor became a party to the Security Agreement as a "Debtor" thereunder; and

WHEREAS, the Security Agreement requires Debtor to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, Debtor hereby agrees as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. Debtor, 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 pledges, assigns and transfers to the Administrative Agent for the benefit of the Lender Group, and grants to the Administrative Agent for the

benefit of the Lender Group, a security interest in, all of its right, title and interest in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to Debtor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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 Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement, and Debtor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

Section 4 Representation and Warranty. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by Debtor in its own name as of the date hereof.

Section 5 Debtor Remains Liable. Debtor hereby agrees that, anything herein to the contrary notwithstanding, Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 Counterparts. This 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 7 Governing Law. This 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.

[remainder of page intentionally left blank]

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

DEBTOR:

HALIFAX WORCESTER, LLC

By: Halifax Media Holdings LLC

Its: Manager

By: 

Name: Michael Redding

Title: Authorized Representative

[Signature Page to Trademark Security Agreement -- Halifax Worcester]

TRADEMARK
REEL: 005293 FRAME: 0300

SUNTRUST BANK, as Administrative Agent

By:

Name:

Title:



Brian Guffin
Director

[Signature Page to Joinder to Guaranty and Security Agreement]


TRADEMARK
REEL: 005293 FRAME: 0301

Schedule I

Trademarks and Trademark Licenses

[See attached.]

Schedule I

<u>Trademark</u>	<u>Registration No:</u>	<u>Date of Registration</u>	<u>Registration Body</u>	<u>Grantor</u>
d.b.a.	3,613,680	04/28/2009	U.S. Patent and Trademark Office	Halifax Worcester, LLC
MASSMOMS.COM	4,075,542	12/20/2011	U.S. Patent and Trademark Office	Halifax Worcester, LLC
SUNDAY TELEGRAM	514,508	08/30/1949	U.S. Patent and Trademark Office	Halifax Worcester, LLC
TELEGRAM & GAZETTE	1,574,954	01/02/1990	U.S. Patent and Trademark Office	Halifax Worcester, LLC
WorcesterU	3,831,449	08/1/2010	U.S. Patent and Trademark Office	Halifax Worcester, LLC
	4,503,062	03/25/2014	U.S. Patent and Trademark Office	Halifax Worcester, LLC