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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM310447

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Capital One Business Credit Corporation, successor-in-interest to Credit Suisse AG, Cayman Islands Branch		06/04/2014	CORPORATION: NEW YORK

### **RECEIVING PARTY DATA**

Name:	THE MAIL TRIBUNE
Street Address:	111 North Fir Street
Internal Address:	P.O. Box 1108
City:	Medford
State/Country:	OREGON
Postal Code:	97501
Entity Type:	CORPORATION: DELAWARE

### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3594209	CAPE COD ONLINE
Registration Number:	3115046	CAPE COD VIEW
Registration Number:	2967909	THE FALL RIVER SPIRIT
Registration Number:	2540015	THE INQUIRER AND MIRROR
Registration Number:	1780244	TIMES HERALD RECORD EXTRA

### **CORRESPONDENCE DATA**

**Fax Number:** 2027875520

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.

**Phone:** 2027875521

**Email:** emily@morriskamlay.com

Correspondent Name: Morris & Kamlay
Address Line 1: 1150 18th Street, NW
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	CREDITSUISSE/MAIL TRIBUNE	
NAME OF SUBMITTER:	Emily T. McNeal	

TRADEMARK REEL: 005321 FRAME: 0038

SIGNATURE:	/Emily T. McNeal/	
DATE SIGNED:	07/11/2014	
Total Attachments: 6		
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TRADEMARK
REEL: 005321 FRAME: 0039

### TERMINATION OF TRADEMARK SECURITY INTEREST

This TERMINATION OF TRADEMARK SECURITY INTEREST (the "Agreement"), dated as of June 4, 2014, is made by Capital One Business Credit Corporation, successor to Credit Suisse AG, Cayman Islands Branch ("Credit Suisse") as administrative agent (in such capacity, the "Agent") in favor of The Mail Tribune, Inc. ("Grantor").

WHEREAS, pursuant to that certain Credit Agreement dated September 3, 2013, as amended by Amendment No. 1 on October 17, 2013 and by Amendment No. 2 on February 28, 2014 (as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the Grantor, Local Media Group Holdings LLC, a Delaware limited liability company, Local Media Group, Inc., a Delaware corporation, ("Local Media"), LMG Pennsylvania Management, Inc., a Delaware corporation ("PA Management"), LMG Pennsylvania Holding, Inc., a Delaware corporation ("PA Holding"), LMG Pennsylvania, L.P., a Delaware limited partnership ("LMG PA L.P."), Grantor, LMG National Publishing, Inc., a Delaware corporation ("National Publishing"), LMG Stockton, Inc., a Delaware corporation ("Stockton"), Seacoast Newspapers, Inc., a New Hampshire corporation ("Seacoast"), LMG Massachusetts, Inc., a Massachusetts corporation ("LMG MA"), The Inquirer and Mirror, Inc., a Massachusetts corporation ("Inquirer"), and The Nickel of Medford, Inc., an Oregon corporation ("Nickel", and together with Local Media, the Grantor, PA Management, PA Holding, LMG PA L.P., Mail Tribune, National Publishing, Stockton, Seacoast, LMG MA and the Inquirer, collectively, "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), Credit Suisse and Credit Suisse Loan Funding LLC, as lead arranger, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement and pursuant to that certain Security Agreement, dated as of September 3, 2013 as amended by Amendment No. 1 on February 28, 2014 (including all annexes, exhibits or schedules thereto, as from time to time further amended, restated, supplemented or otherwise modified, the "Security Agreement"),

[NEWYORK 2902081\_3]

TRADEMARK REEL: 005321 FRAME: 0040 Grantor agreed to grant to Credit Suisse a security interest in certain property, including without limitation in the Trademark Collateral (as defined below);

WHEREAS, such security interest was recorded in the form of a Trademark Security Agreement with the United States Patent and Trademark Office on September 3, 2013 at Reel 5102 / Frame 0666;

WHEREAS, Credit Suisse subsequently assigned such security interest to the Agent; and

WHEREAS, the Agent has agreed to terminate and release such security interest in all such property, including without limitation, the Trademark Collateral (as defined below) as herein provided.

NOW, THEREFORE, for valuable consideration, the Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. <u>Defined Terms</u>. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement.

SECTION 2. <u>Termination and Release</u>. The Agent, on behalf of the Secured Parties, without representation, warranty, or recourse except as expressly provided herein, hereby absolutely, unconditionally and irrevocably terminates and releases all liens and security interests granted to the Agent in the following property:

- all of Grantor's Trademarks, including those referred to on <u>Schedule A</u>, except for any Trademarks that are Excluded Assets (as such terms are defined in the Credit Agreement); and
- (ii) all goodwill of the business connected with the use of, and symbolized by, each Trademark ((i) and (ii) collectively, the "Trademark Collateral")).

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The Agent represents and warrants that it has full authority to execute and deliver this Agreement, and agrees to reasonably cooperate with the Grantor and to execute and deliver any other instrument required to effect the release of the Agent's security interest in the released collateral described herein.

SECTION 3. <u>Choice of Law</u>. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Agent has caused this Agreement to be duly executed as of the date first set forth above.

Capital One Business Credit Corp., as Agent

By:

Name: 1411/1466 8 . 218/16/10

Title: Wall Mass Denote

STATE OF MANGEN	)	
	)	SS.
COUNTY OF MARIAN	)	

On this 3<sup>nd</sup> day of fue, 2014, before me personal came Hibbary Cockery, to me known, who, being by me duly sworn, did depose and say that (s)he is Vice Theorem. of Agent, the entity described in and which executed the foregoing instrument; and that (s)he signed his/her name thereto was authorized to execute such document.

Notary Poblic

Notary's printed name:

AutoiNotte M. BROOKSHIKE

My commission expires: Nach 14, 2018

ANTOINETTE M. BROOKSHIRE NOTARY PUBLIC, State of New York No. 4993415 Qualified in Nassau County C. mmission Expires March 16, 2018

# SCHEDULE A

# Trademark Registrations/Applications

Grantor	Mark	Country/State	Reg/Ser. No.
The Mail Tribune, Inc.	CAPE COD ONLINE	U.S.	3,594,209
The Mail Tribune, Inc.	CAPE COD VIEW	U.S.	3,115,046
The Mail Tribune, Inc.	THE FALL RIVER SPIRIT	U.S.	2,967,909
The Mail Tribune, Inc.	THE INQUIRER AND MIRROR	U.S.	2,540,015
TIMES HERALD RECORD EXTRA & Design Inc.		U.S.	1,780,244

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**RECORDED: 07/11/2014**