

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310530

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HALIFAX WORCESTER, LLC		06/02/2014	LIMITED LIABILITY COMPANY: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SUNTRUST BANK, as Administrative Agent		
<b>Street Address:</b>	211 Perimeter Center Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30346		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3435806	ON THE COMMON.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	404-572-3431		
<b>Email:</b>	cfraser@kslaw.com		
<b>Correspondent Name:</b>	Carol Fraser, Paralegal		
<b>Address Line 1:</b>	1180 Peachtree Street		
<b>Address Line 2:</b>	King & Spalding LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3521		
<b>ATTORNEY DOCKET NUMBER:</b>	REG MEDIA - 52990.015941		
<b>NAME OF SUBMITTER:</b>	Carol Fraser		
<b>SIGNATURE:</b>	//Carol Fraser//		
<b>DATE SIGNED:</b>	07/14/2014		
<b>Total Attachments: 5</b>			
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## 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.

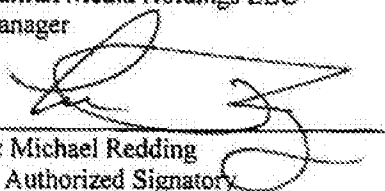
*[remainder of page intentionally left blank]*

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 Signatory

[Signature Page to Trademark Security Agreement - Halifax Worcester]

**TRADEMARK**  
**REEL: 005321 FRAME: 0686**

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: \_\_\_\_\_  
Name: **Brian Guffin**  
Title: **Director**



Schedule I

Trademarks and Trademark Licenses

TRADEMARK	REGISTRATION NO.	DATE OF REGISTRATION	GRANTOR
ON THE COMMON.COM	3435806	5/27/08	Halifax Worcester, LLC