

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM336916

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The E.W. Scripps Company		04/01/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street, 23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4187307	SCRIPPS SPELLING BEE	
Registration Number:	4361556	SPELLEBRITY	
Registration Number:	4361557	SPELLEBRITY	
Registration Number:	4549371	SPELLEBRITY	
Registration Number:	4649684	WORD CLUB	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	404-881-7000		
Email:	angie.wicker@alston.com		
Correspondent Name:	Laura Kees, Esq.		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Laura Kees		
SIGNATURE:	/Laura Kees/		
DATE SIGNED:	04/01/2015		
Total Attachments: 4			
source=IP Security Agreement (EWS)#page1.tif			

OP \$140.00 4187307

source=IP Security Agreement (EWS)#page2.tif

source=IP Security Agreement (EWS)#page3.tif

source=IP Security Agreement (EWS)#page4.tif

GRANT OF SECURITY INTEREST
PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The E.W. Scripps Company, a Ohio corporation (the "Grantor"), with principal offices at 312 Walnut Street, 2800 Scripps Center, Cincinnati, Ohio 45202 on this 1st day of April, 2015, assigns and grants to SUNTRUST BANK, as Administrative Agent (together with its successors and assigns, the "Grantee") with principal offices at 303 Peachtree Street, 23rd Floor, Atlanta, Georgia 30308, a security interest in (i) all of the Grantor's right, title and interest in and to the trademarks, trademark registrations, trademark applications and trademark licenses (the "Trademarks") set forth on Schedule A attached hereto and all reissues, extensions or renewals thereof; (ii) all of the Grantor's right, title and interest in and to the patents, patent applications and patent licenses (the "Patents") set forth on Schedule B attached hereto and all reissues, continuations, continuations-in-part and extensions thereof, in each case together with (iii) all Proceeds (as such term is defined in the Pledge and Security Agreement referred to below) of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated, and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST (this "Grant"), is made to secure the satisfactory performance and payment of all the "Secured Obligations" of the Grantor, as such term is defined in that certain Amended and Restated Pledge and Security Agreement among Grantor, the other grantors from time to time party thereto and the Grantee, dated as of April 1, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Pledge and Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern. This Grant may be executed in counterparts.

[SIGNATURES ON THE FOLLOWING PAGE]


IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

THE E.W. SCRIPPS COMPANY, as
Grantor

By: 

Name: Timothy Wesolowski
Title: Senior Vice President, Chief
Financial Officer and Treasurer

SCHEDULE ATRADEMARKS

Mark	App. No.	App. Date	Reg. No.	Reg. Date
SCRIPPS SPELLING BEE	85/100,530	August 4, 2010	4,187,307	August 7, 2012
SPELLEBRITY	85/820,459	January 10, 2013	4,361,556	July 2, 2013
SPELLEBRITY	85/820,480	January 10, 2013	4,361,557	July 2, 2013
SPELLEBRITY	85/820,485	January 10, 2013	4,549,371	July 10, 2014
WORD CLUB & Design 	85/772,846	November 6, 2012	4,649,684	December 2, 2014

SCHEDULE B

REGISTERED PATENTS

None.

PATENT APPLICATIONS

None.

PATENT LICENSES

None.