# CH \$115.00 297924

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM340064

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Journal Media Group, Inc.		04/30/2015	CORPORATION: WISCONSIN

### **RECEIVING PARTY DATA**

Name:	U.S. Bank National Association, as Administrative Agent	
Street Address:	777 E. Wisconsin Avenue	
City:	Milwaukee	
State/Country:	WISCONSIN	
Postal Code:	53202	
Entity Type:	National Banking Assocation: UNITED STATES	

### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark	
Registration Number:	2979242	JRN	
Registration Number:	4428038	JOURNAL PRINT GROUP	
Registration Number:	4428039	JOURNAL PRINT GROUP JPG	
Registration Number:	4609854	JRN JOURNAL COMMUNICATIONS	

### **CORRESPONDENCE DATA**

**Fax Number:** 2149813400

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: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Ave., Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30090
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	05/01/2015
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**Total Attachments: 4** 

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## CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Confirmatory Grant</u>") is made effective as of April 30, 2015 by and from JOURNAL MEDIA GROUP, INC., a Wisconsin corporation (the "<u>Grantor</u>") to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Journal Media Group, Inc. (the "Borrower"), the Lenders, the Grantee, the Grantor and certain other Subsidiaries of the Borrower have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrower, the Grantor, along with certain other Subsidiaries of the Borrower, have guaranteed the repayment of the Secured Obligations pursuant to the guaranty created under the Credit Agreement.

WHEREAS, the Borrower, the Grantor and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement with the Grantee dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks as listed on <u>Exhibit A</u> attached hereto (the "<u>Trademarks</u>"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations and (to the extent provided in the Security Agreement) their Affiliates. 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 Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions</u>. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

### 2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in

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writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

- (b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.
- 3) <u>Counterparts</u>. This Confirmatory Grant 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.
- 4) <u>Governing Law</u>. This Confirmatory Grant 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 Wisconsin.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

JOURNAL MEDIA GROUP, INC.

By:

Name: Timothy E. Stautberg

Title: President and Chief Executive Officer

# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

### Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Status	Ser. No.	Reg. No.	Owner
JRN	Registered	78/298911	2979242	Journal Media Group, Inc.
JOURNAL PRINT GROUP	Registered	85/807877	4428038	Journal Media Group, Inc.
JOURNAL PRINT GROUP JPG & Design	Registered	85/807894	4428039	Journal Media Group, Inc.
JRN JOURNAL COMMUNICATIONS & Design	Registered	86/218007	4609854	Journal Media Group, Inc.

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**RECORDED: 05/01/2015**