

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345905

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pulitzer Newspapers, Inc.		06/25/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3118141	AMERICAN CANYON EAGLE
Registration Number:	2659561	ARIZONA DAILY SUN
Registration Number:	2639764	FLAGSTAFF LIVE!
Registration Number:	2639765	INSIDE NAPA VALLEY
Registration Number:	2683717	SELMA ENTERPRISE
Registration Number:	2639773	THE KINGSBURG RECORDER
Registration Number:	2683714	THE NAPA VALLEY REGISTER
Registration Number:	2786223	THE PANTAGRAPH

CORRESPONDENCE DATA

Fax Number: 5633241616

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: (563) 324-3246

Email: USPTOmail@l-wlaw.com

Correspondent Name: LANE & WATERMAN LLP

Address Line 1: 220 N. Main Street, Suite 600

Address Line 4: Davenport, IOWA 52801

NAME OF SUBMITTER: April A. Price

OP \$215.00 3118141

SIGNATURE:	/APRIL A. PRICE/
DATE SIGNED:	06/25/2015
Total Attachments: 5 source=9 - JPM tm grant (PNI)#page1.tif source=9 - JPM tm grant (PNI)#page2.tif source=9 - JPM tm grant (PNI)#page3.tif source=9 - JPM tm grant (PNI)#page4.tif source=9 - JPM tm grant (PNI)#page5.tif	

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PULITZER NEWSPAPERS, INC., a Delaware corporation (the “Grantor”) with principal offices at 404 W. 3700 N., Provo, UT 84604, hereby grants to JPMORGAN CHASE BANK, N.A., as Collateral Agent, with principal offices at 383 Madison Avenue, New York, NY 10179 (the “Grantee”), for the benefit of the Secured Creditors, a continuing security interest in the Grantor’s Collateral, including all of the Grantor’s right, title and interest in, to and under (i) the Marks including but not limited to those set forth on Schedule A attached hereto and, (ii) all Proceeds and products of, and all accessions to, substitutions and replacements for, and rents, profits and products of the Marks. Capitalized terms used herein without definition are used as defined in the Collateral Agreement referred to below.

Grantor authorizes and requests that the U.S. Patent and Trademark Office and any other applicable government officer record this Grant.

THIS GRANT is made pursuant to the Joinder Agreement dated June 25, 2015 adding Grantor as a party to the First Lien Guarantee and Collateral Agreement dated as of March 31, 2014 (as amended, modified, restated, and or/supplemented from time to time, the “Collateral Agreement”) and is made to secure the satisfactory performance and payment of all the Obligations of the Grantor pursuant to the Collateral Agreement. Upon the occurrence of the Termination Date, and receipt of a written request, the Grantee shall release the security interest in the Marks acquired under this Grant pursuant to the terms of the Collateral Agreement.


This Grant has been granted in conjunction with the security interest granted to the Grantee under the Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall govern.

This Agreement and the rights and obligation of the parties hereunder shall be construed in accordance with and be governed by the laws of the State of New York.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
25th day of June, 2015.

PULITZER NEWSPAPERS, INC., as Grantor

By: 
Name: C. D. Waterman III
Title: Secretary

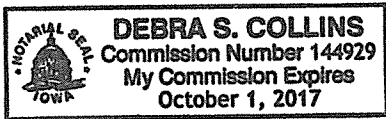
JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF IOWA)
) ss.:
COUNTY OF SCOTT)

On this 19th day of June, 2015, before me personally came C. D. Waterman III, who being duly sworn, did depose and say that he is Secretary of Pulitzer Newspapers, Inc., that he is authorized to execute the foregoing Grant on behalf of said corporation, and that he did so by authority of the Board of Directors of said corporation.



Debra S. Collins
Notary Public

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent and Grantee

By:  _____

Name: Timothy D. Lee
Title: Vice President

SCHEDULE A

MARK	REG. DATE	REG. NO.
American Canyon Eagle	7/18/2006	3118141
Arizona Daily Sun	12/10/2002	2659561
Flagstaff Live!	10/22/2002	2639764
Inside Napa Valley	10/22/2002	2639765
Selma Enterprise	2/4/2003	2683717
The Kingsburg Recorder	10/22/2002	2639773
The Napa Valley Register	2/4/2003	2683714
The Pantagraph	11/25/2003	2786223