

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350571

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The San Diego Union-Tribune, LLC		06/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
SDUT Holdings, LLC		06/10/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Collateral Agent
Street Address:	135 S. LaSalle, 9th Floor, Mail Code IL4
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: NORTH CAROLINA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2138250	SIGNON SAN DIEGO
Registration Number:	2941916	NORTH COUNTY TIMES
Registration Number:	3745546	SELLITSANDIEGO.COM
Registration Number:	4204658	SAN DIEGO UNION-TRIBUNE
Registration Number:	4197108	SAN DIEGO UNION-TRIBUNE
Registration Number:	4204660	U-T
Registration Number:	4204661	DISCOVERSD
Registration Number:	3643917	SOLANA BEACH SUN
Registration Number:	3097263	SOLANA BEACH SUN
Registration Number:	3643916	CARMEL VALLEY LEADER
Registration Number:	3096926	DEL MAR TIMES
Registration Number:	3131737	DEL MAR TIMES

CORRESPONDENCE DATA

Fax Number: 8004947512

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: 202-370-4750

TRADEMARK

Email: ipteam@nationalcorp.com
Correspondent Name: Joanna McCall
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER: F156404

NAME OF SUBMITTER: Rick Harrison

SIGNATURE: /Rick Harrison/

DATE SIGNED: 08/06/2015

Total Attachments: 5

source=#87310708v1 - (Trademark ABL sent for filing)#page2.tif

source=#87310708v1 - (Trademark ABL sent for filing)#page3.tif

source=#87310708v1 - (Trademark ABL sent for filing)#page4.tif

source=#87310708v1 - (Trademark ABL sent for filing)#page5.tif

source=#87310708v1 - (Trademark ABL sent for filing)#page6.tif

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of June 10, 2015, made by The San Diego Union-Tribune, LLC, a Delaware limited liability company (the “SDUT”), and SDUT Holdings, LLC, a Delaware limited liability company (“Holdings” and together with SDUT, the “Grantors” and each a “Grantor”), in favor of BANK OF AMERICA, N.A., as Collateral Agent (the “Agent”) for the Lenders that are parties to the ABL Credit Agreement, dated as of August 4, 2014, among Tribune Publishing Company (the “Company”), certain of the Company’s subsidiaries from time to time party thereto (together with the Company, the “ABL Borrowers”), the Lenders and the Agent (as amended, supplemented, waived or otherwise modified from time to time, the “ABL Credit Agreement”).

WHEREAS, pursuant to the ABL Credit Agreement, the Lenders have severally agreed, among other things, to make certain loans to the ABL Borrowers subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the ABL Credit Agreement, the Grantors, the Company and the other parties thereto have executed and delivered an ABL Security Agreement, dated as of August 4, 2014, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Agent, for the ratable benefit of the ABL Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the ABL Credit Agreement and the Security Agreement.

2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that it granted to the Agent, for the benefit of the ABL Secured Parties, a security interest in and continuing lien on all of such Grantor’s right, title and interest in (subject only to

Liens permitted under the ABL Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without limitation those Trademarks set forth on Schedule I hereto, as may be amended or modified from time to time, and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the ABL Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

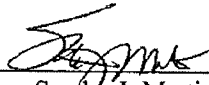
5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Collateral Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SDUT HOLDINGS, LLC
THE SAN DIEGO UNION-TRIBUNE, LLC

By: 
Name: Sandra J. Martin
Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Agent

By: _____
Name:
Title:

Signature Page to Notice and Confirmation of ABL Grant of Security Interests in Trademarks

17193759

TRADEMARK
REEL: 005594 FRAME: 0431

IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SDUT HOLDINGS, LLC
THE SAN DIEGO UNION-TRIBUNE,
LLC

By: _____
Name: Sandra J. Martin
Title: Chief Financial Officer

BANK OF AMERICA, N.A., as Agent

By: B-H-B
Name: BRAD H. BERGENBERG
Title: SVP

SCHEDULE I

Trademark Registrations:

Mark	Source	Reg. No.	Owner
SIGNON SAN DIEGO	USPTO	No. 2,138,250	SDUT Holdings, LLC
SIGNON SAN DIEGO	USPTO	No. 2,138,250	The San Diego Union-Tribune, LLC
NORTH COUNTY TIMES	USPTO	Registration No. 2,941,916	The San Diego Union-Tribune, LLC
SELLITSANDIEGO.COM	USPTO	No. 3,745,546	The San Diego Union-Tribune, LLC
SAN DIEGO UNION-TRIBUNE	USPTO	No. 4,204,658	The San Diego Union-Tribune, LLC
SAN DIEGO UNION-TRIBUNE	USPTO	No. 4,197,108	The San Diego Union-Tribune, LLC
"U-T" Design	USPTO	No. 4,204,660	The San Diego Union-Tribune, LLC
DISCOVERSD	USPTO	No. 4,204,661	The San Diego Union-Tribune, LLC
SDPETS (and Design)	Cal. Reg.	No. 113077	The San Diego Union-Tribune, LLC
SDPETS (and Design)	USPTO	No. 64215	The San Diego Union-Tribune, LLC
SOLANA BEACH SUN	USPTO	No. 3,643,917	The San Diego Union-Tribune, LLC
SOLANA BEACH SUN	USPTO	No. 3,097,263	The San Diego Union-Tribune, LLC
SOLANA BEACH SUN	Cal. Reg.	No. 60830	The San Diego Union-Tribune, LLC
CARMEL VALLEY LEADER	USPTO	No. 3,643,916	The San Diego Union-Tribune, LLC
DEL MAR TIMES	USPTO	No. 3,096,926	The San Diego Union-Tribune, LLC
DEL MAR TIMES	USPTO	No. 3,131,737	The San Diego Union-Tribune, LLC

Trademark Applications: None.