

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McClatchy Management Services, Inc.		10/27/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A. AS ADMINISTRATIVE AGENT		
Street Address:	800 FIFTH AVENUE		
Internal Address:	FLOOR 17		
City:	SEATTLE		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	National Association: UNITED STATES		
Name:	BANK OF NEW YORK MELLON TRUST COMPANY, THE, N.A., AS COLLATERAL AGENT		
Street Address:	700 SOUTH FLOWER STREET		
Internal Address:	SUITE 500		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90017		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4780683	MAGNIFY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-701-8110		
Email:	ccritchelow@mayerbrown.com, msherlock@mayerbrown.com		
Correspondent Name:	Chandra Critchelov		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 60690-2828		

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ATTORNEY DOCKET NUMBER:	04262717
NAME OF SUBMITTER:	Patrick Tierney
SIGNATURE:	/PT/
DATE SIGNED:	10/29/2015
Total Attachments: 4 source=SKMBT_C28015102709410#page1.tif source=SKMBT_C28015102709410#page2.tif source=SKMBT_C28015102709410#page3.tif source=SKMBT_C28015102709410#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of (i) Bank of America, N.A. ("BofA"), as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and Swing Line Lender and as L/C Issuer (each as defined in the Credit Agreement referred to below) and the other Secured Parties (as defined in the Bank Security Agreement referred to below) (the "Bank Secured Parties"), and (ii) The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (in such capacity, together with its successors and permitted assigns, the "Collateral Agent") for the Secured Parties (as defined in the Notes Security Agreement referred to below) (the "Notes Secured Parties").

WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement dated as of December 18, 2012 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") among the The McClatchy Company (the "Company"), the Lenders from time to time party thereto, BofA, as Administrative Agent, Swing Line Lender and L/C Issuer, the Lenders, JP Morgan Chase Bank, N.A., as Syndication Agent, and Merrill Lynch, Pierce, Fenner & Smith Incorporated and J.P. Morgan Securities Inc., as Joint Lead Arrangers and Joint Book Managers, the Swing Line Lender and the L/C Issuer have severally agreed to make extensions of credit to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, the Company, its subsidiaries party thereto as guarantors and The Bank of New York Mellon Trust Company, N.A., as trustee and as Collateral Agent, have entered into that certain Indenture dated as of December 18, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture") pursuant to which the Company has issued \$910,000,000 aggregate principal amount of its 9.0% Senior Secured Notes due 2022 (together with any Additional Notes or Exchange Notes (each as defined in the Indenture) issued pursuant to the Indenture, the "Notes") upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed (i) pursuant to a Security Agreement dated as of September 26, 2008 in favor of the Administrative Agent (together with any reaffirmation of such agreement, the "Bank Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) (the "Bank Obligations") of the Company and (ii) pursuant to a Security Agreement dated as of December 18, 2012 in favor of the Collateral Agent for the benefit of the Notes Secured Parties (the "Notes Security Agreement"), to guarantee the Secured Obligations (as defined in the Notes Security Agreement) (the "Notes Obligations") of the Grantors; and

WHEREAS, all of the Grantors are party to the Security Agreements pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to evidence the short-form intellectual property security agreements required pursuant to each Security Agreement, each Grantor hereby agrees as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Security Agreements.

(b) The following terms shall have the following meanings:

"Agents" means, collectively, the Administrative Agent and the Collateral Agent.

"Obligations" means, collectively, the Bank Obligations and the Notes Obligations.

"Secured Parties" means, collectively, the Bank Secured Parties and the Notes Secured Parties.

"Security Agreements" means, collectively, the Bank Security Agreement and the Notes Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, 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 mortgages, pledges and hypothecates to Agents for the benefit of the Secured Parties, and grants to Agents for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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 Trademark Security Agreement is granted in conjunction with the security interest granted to each Agent pursuant to the applicable Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of each Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the applicable Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

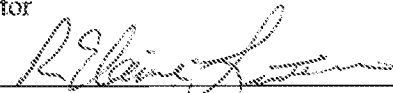
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security 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.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

McClatchy Management Services, Inc.,
as Grantor

All By: 
Name: R. Elaine Lintecum
Title: VP, Assistant Secretary & Treasurer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	OWNER NAME	REG #	REG DATE
MAGNIFY	McClatchy Management Services, Inc.	4780683	07/28/15