

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PCH Tribune, LLC		07/01/2016	Limited Liability Company: DELAWARE
Utah Digital Services, LLC		07/01/2016	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	ZB, N.A.		
Street Address:	One South Main Street		
Internal Address:	Suite 300		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84133		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3532843	THE SALT LAKE TRIBUNE	
Registration Number:	3566260	THE SALT LAKE TRIBUNE	
CORRESPONDENCE DATA			
Fax Number:	8015327543		
<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:	8015321500		
Email:	bowen@rqn.com		
Correspondent Name:	S. Brandon Owen		
Address Line 1:	36 South State Street		
Address Line 2:	Suite 1400		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	S. Brandon Owen		
SIGNATURE:	/S. Brandon Owen/		
DATE SIGNED:	07/05/2016		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 1, 2016, is made by PCH Tribune, LLC, a Delaware limited liability company, and Utah Digital Services, LLC, a Utah limited liability company; (collectively "*Grantors*", individually a "*Grantor*"), in favor of ZB, N.A., doing business as Zions First National Bank ("*Lender*").

WITNESSETH:

WHEREAS, pursuant to a Loan Agreement dated on or about the date hereof (as the same may be amended, restated, modified or otherwise supplemented from time to time, the "*Loan Agreement*") between Grantors and Lender, Lender, subject to the terms and conditions contained therein, has agreed to extend credit in the principal amount of the Commitment,

WHEREAS, Grantors are parties to a Security Agreement dated on or about the date hereof in favor of Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree with Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each of the Grantors, as collateral security for the prompt and complete payment and performance when due of the Obligations, hereby assigns, mortgages, pledges and hypothecates to Lender, and grants to Lender a lien on and security interest in, all of its right, title and interest in, to and under the following (the "*Trademark Collateral*"):

- (a) all of each Grantor's trademarks and application therefor, including, without limitation, those referred to on Schedule I 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 Lender pursuant to the Security Agreement, and Grantors hereby acknowledge and agree that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully

set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with such trademarks subject to the security interest granted hereby.

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 Utah.

[Signature Page Follows]

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

Grantors:

PCH Tribune, LLC,
a Delaware limited liability company

By: Paul C. Huntsman
Name: Paul C. Huntsman
Its: Managing Member

Utah Digital Services, LLC
a Utah limited liability company

By: Paul C. Huntsman
Name: Paul C. Huntsman
Its: President and CEO

ACCEPTED AND AGREED:

ZB, N.A., doing business as Zions First National Bank

By: _____
Name: Alan Peterson
Its: Senior Vice President

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

Grantors:

PCH Tribune, LLC,
a Delaware limited liability company

By: _____
Name: Paul C. Huntsman
Its: Managing Member

Utah Digital Services, LLC
a Utah limited liability company

By: _____
Name: Paul C. Huntsman
Its: President and CEO

ACCEPTED AND AGREED:

ZB, N.A., doing business as Zions First National Bank

By: Alan Peterson
Name: Alan Peterson
Its: Senior Vice President

1378478.02

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

<i>Mark</i>	<i>U.S. Serial No. Filing Date</i>	<i>U.S. Reg. No. Registration Date</i>	<i>Goods / Services (International Class No.)</i>
THE SALT LAKE TRIBUNE	Serial No. 76/334,589 November 05, 2001	Registration No. 3,532,843 November 18, 2008	Newspapers for general circulation (Int'l Class No. 16)
THE SALT LAKE TRIBUNE	Serial No. 76/482,676 January 16, 2003	Registration No. 3,566,260 January 27, 2009	Advertising services, namely, preparing and disseminating advertising for others via on-line communications networks; online directory services, namely, providing a website featuring web links to news and reference materials to the web sites of others (Int'l Class No. 35) Providing news and information in the nature of current event reporting via a global computer network (Int'l Class No. 41)