

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wrapports Holdings, LLC		07/12/2017	Limited Liability Company: DELAWARE
Sun-Times Media Holdings, LLC		07/12/2017	Limited Liability Company: DELAWARE
Sun-Times Media Operations, LLC		07/12/2017	Limited Liability Company: ILLINOIS
Sun-Times Media Trucking, LLC		07/12/2017	Limited Liability Company: ILLINOIS
Sun-Times Media, LLC		07/12/2017	Limited Liability Company: ILLINOIS
Sun-Times Media Productions, LLC		07/12/2017	Limited Liability Company: ILLINOIS
STM Reader, LLC		07/12/2017	Limited Liability Company: DELAWARE
Straight Dope, LLC		07/12/2017	Limited Liability Company: DELAWARE
Sun-Times Media IP, LLC		07/12/2017	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	Wrapports, LLC		
Street Address:	750 W. Madison Street, #4600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	4343708	CAUSE & EVENT	
Registration Number:	4959195	CHICAGO SUN TIMES	
Registration Number:	1442078	CHICAGO SUN-TIMES	
Registration Number:	4707888	CHICAGO SUN-TIMES	
Registration Number:	4711757	CHICAGO SUN-TIMES COM	

CH \$865.00 4343708

Property Type	Number	Word Mark
Registration Number:	4234230	CREDIBLE. COLORFUL. CHARITABLE.
Registration Number:	4182547	CRWN
Registration Number:	4178953	LOCAL REIGNS
Registration Number:	3457159	PAGE STICKERS
Registration Number:	3571438	SEARCHCHICAGO
Registration Number:	2261700	SENIOR CLASS
Registration Number:	3579705	STNG
Registration Number:	3299802	STNG WIRE
Registration Number:	2992521	SUN-TIMES
Registration Number:	4679115	SUN-TIMES
Registration Number:	4959197	SUN TIMES NETWORK
Registration Number:	4711755	SUN-TIMES MEDIA
Registration Number:	3987151	TODRIVE
Registration Number:	4070593	TODRIVE.COM
Registration Number:	3466583	VIRTUAL L
Registration Number:	3489932	YOURSEASON.COM
Registration Number:	4967896	B SIDE CHICAGO READER MUSIC
Registration Number:	3257817	CHICAGO READER
Registration Number:	2176617	CHICAGO READER
Registration Number:	4967891	CHICAGO READER
Registration Number:	1112732	R
Registration Number:	4679116	R
Registration Number:	5094333	R
Registration Number:	4967893	READER
Registration Number:	1366600	READER
Registration Number:	3999824	READER REAL DEAL
Registration Number:	1152348	THE STRAIGHT DOPE
Registration Number:	2151502	THE STRAIGHT DOPE
Serial Number:	87364418	CHICAGO DAILY NEWS

CORRESPONDENCE DATA

Fax Number: 8167531536

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: 8167531000

Email: jwillard@polsinelli.com

Correspondent Name: Joy Willard

Address Line 1: 900 W. 48th Place, Suite 900

Address Line 4: Kansas City, MISSOURI 64112

ATTORNEY DOCKET NUMBER:	025273-572435
NAME OF SUBMITTER:	Joy Willard, Paralegal
SIGNATURE:	/Joy Willard/
DATE SIGNED:	07/19/2017
Total Attachments: 9 source=IP Security Agreement#page1.tif source=IP Security Agreement#page2.tif source=IP Security Agreement#page3.tif source=IP Security Agreement#page4.tif source=IP Security Agreement#page5.tif source=IP Security Agreement#page6.tif source=IP Security Agreement#page7.tif source=IP Security Agreement#page8.tif source=IP Security Agreement#page9.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “IP Security Agreement”) dated as of July 12, 2017, is made by Wrapports Holdings, LLC, a Delaware limited liability company (“WH”), Sun-Times Media Holdings, LLC, a Delaware limited liability company (“STMH”), Sun-Times Media Operations, LLC, an Illinois limited liability company (“STMO”), Sun-Times Media Trucking, LLC, an Illinois limited liability company (“STMT”), Sun-Times Media, LLC, an Illinois limited liability company, (“STM”), Sun-Times Media Productions, LLC, an Illinois limited liability company (“STMP”), STM Reader, LLC, a Delaware limited liability company (“STMR”), Straight Dope, LLC, a Delaware limited liability company (“SD”), Sun-Times Media IP, LLC, an Illinois limited liability company (“STMIP”, and together with WH, STMH, STMO, STMT, STM, STMP, STMR, and SD, individually, each a “Grantor” and collectively, jointly and severally, the “Grantors”) in favor of Wrapports, LLC, a Delaware limited liability company, (together with its successors and assigns in such capacity, “Secured Party”). The address of each of the Grantors is 1708 W. Bloomingdale Avenue, Chicago, Illinois 60622.

WHEREAS, Grantors have entered into a Secured Promissory Note, dated as of the date hereof, with Secured Party (as amended, restated, amended and restated, modified, supplemented, extended, joined and/or restated from time to time, the “Note”). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Note.

WHEREAS, under the terms of the Note, each Grantor has granted to Secured Party a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with certain governmental authorities, including, but not limited to, the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

SECTION 1. **Definitions.** The following terms have the meanings set forth below:

(a) “Trademarks” shall mean one or all of the following now owned as of the date hereof by any Grantor or in which any Grantor now has any rights as of the date hereof: (i) all trademarks (whether registered or unregistered), service marks, logos, slogans, trade names, corporate names, other source or business identifiers, designs and general intangibles of like nature, including prints, and labels on which any of the foregoing have appeared or appear, together with all translations, adaptations, derivations, and combinations thereof, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of any State of the United States or any other country or any political subdivision thereof, (ii) all reissues, extensions, or renewals thereof and (iii) the goodwill associated with or symbolized by any of the foregoing.

(b) “Trademark License” shall mean all of the following now owned as of the date hereof by any Grantor or in which any Grantor now has any rights as of the date hereof: any written agreement granting any right to use any Trademark or Trademark registration, in each case to the extent assignable by such Grantor.

SECTION 2. **Grant of Security.** Each Grantor hereby grants to Secured Party a security interest in and a lien on all of such Grantor’s right, title, and interest in and to the following (the “IP Collateral”):

(i) all of its Trademarks and all Trademark Licenses to which it is a party, including, but not limited to, those set forth on **Schedule A** hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all products and proceeds of, collateral for, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

SECTION 3. **Security for Obligations.** The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable governmental body record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of 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.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Note. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and

remedies of, Secured Party with respect to the IP Collateral are more fully set forth in the Note, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. **Successors and Assigns**. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 8. **Governing Law**. This IP Security Agreement shall be governed by, and construed and interpreted in accordance with the internal laws of the State of Illinois without giving effect to the conflict of laws principles.

[Remainder of page intentionally left blank]

The parties have executed this IP SECURITY AGREEMENT as of the date first written above.

GRANTORS:

Wrapports Holdings, LLC

By: Richard Kriebeg
Richard Kriebeg, President

Straight Dope, LLC

By: Wrapports Ventures, LLC, Sole Member

By: Richard Kriebeg
Richard Kriebeg, President

Sun-Times Media Holdings, LLC

By: _____
James Kirk, President

Sun-Times Media Operations, LLC

By: _____
James Kirk, President

Sun-Times Media Trucking, LLC

By: _____
James Kirk, President

Sun-Times Media, LLC

By: _____
James Kirk, President

Sun-Times Media Productions, LLC

By: _____
James Kirk, President

STM Reader, LLC

By: _____
James Kirk, President

Sun-Times Media IP, LLC

By: _____
James Kirk, President

Signature Page to IP Security Agreement

The parties have executed this IP SECURITY AGREEMENT as of the date first written above.

GRANTORS:

Wrapports Holdings, LLC

By: _____
Richard Kriebert, President

Straight Dope, LLC

By: Wrapports Ventures, LLC, Sole Member

By: _____
Richard Kriebert, President

Sun-Times Media Holdings, LLC

By: _____
James Kirk, President

Sun-Times Media Operations, LLC

By: _____
James Kirk, President

Sun-Times Media Trucking, LLC

By: _____
James Kirk, President

Sun-Times Media, LLC

By: _____
James Kirk, President

Sun-Times Media Productions, LLC

By: _____
James Kirk, President

STM Reader, LLC

By: _____
James Kirk, President

Sun-Times Media IP, LLC

By: _____
James Kirk, President

Signature Page to IP Security Agreement

ACCEPTED AND AGREED TO AS OF THE DATE FIRST ABOVE WRITTEN:

SECURED PARTY:

Wrapports, LLC



By: 








Elaine M. Taussig, Senior Vice President,
General Counsel and Secretary

Signature Page to IP Security Agreement

SCHEDULE A

TRADEMARKS AND TRADEMARK LICENSES

US REGISTERED TRADEMARKS				
TRADEMARK	REG. NUMBER	REG. DATE	COUNTRY	OWNER
CAUSE & EVENT	4,343,708	05/28/2013	US	Sun-Times Media IP, LLC
CHICAGO SUN TIMES and Design 	4,959,195	05/17/2016	US	Sun-Times Media IP, LLC
CHICAGO SUN- TIMES	1,442,078	06/09/1987	US	Sun-Times Media IP, LLC
CHICAGO SUN- TIMES	4,707,888	03/24/2015	US	Sun-Times Media IP, LLC
CHICAGO SUN- TIMES.COM and Design 	4,711,757	03/31/2015	US	Sun-Times Media IP, LLC
CREDIBLE. COLORFUL. CHARITABLE	4,234,230	10/30/2012	US	Sun-Times Media IP, LLC
CRWN	4,182,547	07/31/2012	US	Sun-Times Media IP, LLC
LOCAL REIGNS	4,178,953	07/24/2012	US	Sun-Times Media IP, LLC
PAGE STICKERS	3,457,159	07/01/2008	US	Sun-Times Media IP, LLC
SEARCHCHICAGO	3,571,438	02/10/2009	US	Sun-Times Media IP, LLC
SENIOR CLASS	2,261,700	07/13/1999	US	Sun-Times Media IP, LLC
STNG	3,579,705	02/24/2009	US	Sun-Times Media IP, LLC
STNG WIRE	3,299,802	09/25/2007	US	Sun-Times Media IP, LLC
SUN-TIMES	2,992,521	09/06/2005	US	Sun-Times Media IP, LLC
SUN-TIMES	4,679,115	01/27/2015	US	Sun-Times Media IP, LLC

SUN TIMES NETWORK and Vertical Design 	4,959,197	05/17/2016	US	Sun-Times Media IP, LLC
SUN-TIMES MEDIA and Design 	4,711,755	03/31/2015	US	Sun-Times Media IP, LLC
TODRIVE	3,987,151	06/28/2011	US	Sun-Times Media IP, LLC
TODRIVE.COM	4,070,593	12/13/2011	US	Sun-Times Media IP, LLC
VIRTUAL L	3,466,583	07/15/2008	US	Sun-Times Media IP, LLC
YOURSEASON.COM	3,489,932	08/19/2008	US	Sun-Times Media IP, LLC
B SIDE CHICAGO READER MUSIC and Design 	4,957,896	05/31/2016	US	STM Reader, LLC
CHICAGO READER	3,257,817	07/03/2007	US	STM Reader, LLC
CHICAGO READER	2,176,617	07/28/1998	US	STM Reader, LLC
CHICAGO READER	4,967,891	05/31/2016	US	STM Reader, LLC
R Design 	1,112,732	02/06/1979	US	STM Reader, LLC
R Design 	4,679,116	01/27/2015	US	STM Reader, LLC
R Design 	5,094,333	12/06/2016	US	STM Reader, LLC
READER (stylized) 	4,967,893	05/31/2016	US	STM Reader, LLC

READER	1,366,600	10/22/1985	US	STM LLC	Reader,
READER REAL DEAL	3,999,824	07/19/2011	US	STM LLC	Reader,
THE STRAIGHT DOPE	1,152,348	04/28/1981	US	STM LLC	Reader,
THE STRAIGHT DOPE	2,151,502	04/14/1998	US	STM LLC	Reader,
THE STRAIGHT DOPE	TMA366483		US	STM LLC	Reader,

US PENDING TRADEMARK APPLICATIONS				
TRADEMARK	APP NO.	FILING DATE	COUNTRY	STATUS
CHICAGO DAILY NEWS	87/364,418	03/09/2017	US	Pending

STATE REGISTERED TRADEMARKS				
TRADEMARK	REG. NO.	REG. DATE	STATE	OWNER
AGENDA	109233	05/18/2016	Illinois	STM Reader, LLC
AGENDA	109234	05/18/2016	Illinois	STM Reader, LLC
CHICAGO DAILY NEWS	084817	02/25/2000	Illinois	Sun-Times Media IP, LLC
CITY NEWS	110136	12/28/2016	Illinois	Sun-Times Media IP, LLC