

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445236

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
McClatchy Management Service, Inc.		09/27/2017	Corporation: DELAWARE
McClatchy USA, Inc.		09/27/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	800 Fifth Avenue
Internal Address:	Floor 17
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	National Banking Association: UNITED STATES
Name:	Bank of New York Mellon Trust Company, 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 Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	5274655	AT THE HEART OF WHAT MATTERS
Registration Number:	5085079	THE CASS COUNTY DEMOCRAT MISSOURIAN
Registration Number:	5105050	THE DURHAM NEWS
Registration Number:	3817502	THE EAGLE MEDALLION HUNT
Registration Number:	5226305	GARNER-CLEVELAND RECORD
Registration Number:	5261184	THE HERALD-SUN
Registration Number:	5270207	THE KELLER CITIZEN
Registration Number:	5099167	KIDS DAY
Registration Number:	5093937	LEE'S SUMMIT JOURNAL
Registration Number:	5270208	THE LEGAL REPORTER

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5270206	MANSFIELD NEWS-MIRROR
Registration Number:	5109506	THE SMITHFIELD HERALD
Registration Number:	5052979	WALTER
Registration Number:	5295561	THE CHAPEL HILL HERALD

CORRESPONDENCE DATA

Fax Number: 3127069000

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: 312-701-8352

Email: ejpalmer@mayerbrown.com, mdecember@mayerbrown.com

Correspondent Name: Erick J. Palmer

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

NAME OF SUBMITTER:	Erick J. Palmer
SIGNATURE:	/EJP/
DATE SIGNED:	09/29/2017

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2017, 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 I hereto;
- (b) all renewals and extensions of the foregoing;
- © 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.

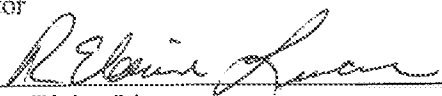
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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.

McClatchy Management Services, Inc.,
as Grantor

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

McClatchy USA, 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
AT THE HEART OF WHAT MATTERS	McClatchy Management Services, Inc.	5274655	8/29/17
CASS COUNTY DEMOCRAT MISSOURIAN, THE	McClatchy U.S.A., Inc.	5085079	11/22/16
DURHAM NEWS, THE	McClatchy Management Services, Inc.	5105050	12/20/16
EAGLE MEDALLION HUNT, THE	McClatchy U.S.A., Inc.	3817502	3/10/16
GARNER-CLEVELAND RECORD	McClatchy Management Services, Inc.	5226305	6/20/17
HERALD-SUN, THE	McClatchy U.S.A., Inc.	5261184	8/8/17
KELLER CITIZEN, THE	McClatchy U.S.A., Inc.	5270207	8/22/17
KIDS DAY	McClatchy Management Services, Inc.	5099167	12/13/16
LEE'S SUMMIT JOURNAL	McClatchy U.S.A., Inc.	5093937	12/6/16
LEGAL REPORTER, THE	McClatchy U.S.A., Inc.	5270208	8/22/17
MANSFIELD NEWS-MIRROR	McClatchy U.S.A., Inc.	5270206	8/22/17
SMITHFIELD HERALD, THE	McClatchy Management Services, Inc.	5109506	12/27/16
WALTER	McClatchy Management Services, Inc.	5052979	10/4/16
CHAPEL HILL HERALD, THE	McClatchy Management Services, Inc.	5295561	9/26/17