

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM469000

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MNG-BH Acquisition LLC		04/06/2018	Limited Liability Company: DELAWARE
Prairie Mountain Publishing Company LLP		04/06/2018	Limited Liability Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION
Street Address:	100 PARK AVENUE
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1969849	DAILY CAMERA
Registration Number:	3720865	DAILY RECORD
Registration Number:	3727309	LONGMONT MAGAZINE
Registration Number:	4830435	LONGMONT WEEKLY
Registration Number:	5143701	LOVELAND MAGAZINE
Registration Number:	5143702	LOVELAND MAGAZINE
Registration Number:	5143699	LOVELAND MAGAZINE
Registration Number:	5143700	LOVELAND MAGAZINE
Registration Number:	4504049	LOVELAND REPORTER-HERALD
Registration Number:	4830436	LOVELAND WEEKLY
Registration Number:	3152323	LOVELAND WEEKLY
Registration Number:	1866983	REPORTER-HERALD
Registration Number:	4710884	ROYAL GORGE SHOPPING NEWS
Registration Number:	1866982	TIMES-CALL
Registration Number:	1866984	TO BUILD A BETTER WORLD, START IN YOUR O
Registration Number:	2487547	SOMEBODY'S GOT TO SAY IT
Registration Number:	2294163	BOSTON HERALD

CH \$515.00 1969849

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2593360	HOMEFIND
Registration Number:	2315509	JOBFIND
Registration Number:	2601455	CARFIND

CORRESPONDENCE DATA

Fax Number:

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.

Email: kansley@stradley.com
Correspondent Name: Kareem Ansley
Address Line 1: Stradley Ronon
Address Line 2: 100 Park Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	185535-0016
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	04/09/2018

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 6th day of April, 2018 by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of December 30, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the lenders identified on the signature pages thereto (each of such lenders, together with its successors and assigns, is referred to hereinafter as a "Lender," as that term is hereinafter further defined), Agent, as administrative agent for each member of the Lender Group and the Bank Product Providers, MediaNews Group, Inc., a Delaware corporation ("MediaNews" or "Parent"), and each Subsidiary of Parent identified on the signature pages thereto or which becomes party to the Credit Agreement as a Borrower by executing and delivering to Agent joinder agreement in form and substance satisfactory to Agent (such Subsidiaries, together with the Parent, are referred to hereinafter each individually as a "Borrower," and individually and collectively, jointly and severally, as the "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security

Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto, and Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each

Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MNG-BH ACQUISITION LLC,
a Delaware limited liability company

By: Michael J. Koren
Name: Michael J. Koren
Title: Senior Vice President and Chief
Financial Officer

**PRAIRIE MOUNTAIN PUBLISHING
COMPANY, LLP,**
a Delaware limited liability partnership

By: Michael J. Koren
Name: Michael J. Koren
Title: President

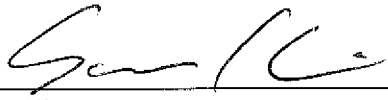
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 006309 FRAME: 0508**

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**, a national banking association

By: 

Name: Sang Kim

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


**TRADEMARK
REEL: 006309 FRAME: 0509**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications



PRAIRIE MOUNTAIN PUBLISHING COMPANY, LLP
(Bellevue limited liability partnership)

UNITED STATES

No.	Mark	Serial No. / Reg. No.	Goods/Services	Status
1.	DAILY CAMERA and design 	Reg. No. 1,969,849 (Principal Register)	IC 16 - Daily newspaper publication containing current news, editorials and feature articles	Registered 4/23/1996
2.	DAILY RECORD®	Reg. No. 3,720,865 (Principal Register)	IC 16 - Newspapers for general circulation	Registered 12/8/2009
3.	LONGMONT MAGAZINE®	Reg. No. 3,727,309 (Principal Register)	IC 16 - General feature magazine	Registered 12/22/2009
4.	LONGMONT WEEKLY®	Reg. No. 4,830,435 (Principal Register)	IC 16 - Newspapers	Registered 10/13/2015
5.	LOVELAND MAGAZINE®	Reg. No. 5,143,701 (Supplemental Register)	IC 16 - General feature magazine	Registered 2/14/2017

PRAIRIE MOUNTAIN PUBLISHING COMPANY, LLP
(Delaware limited liability partnership)

UNITED STATES

No.	Mark	Serial No. / Reg. No.	Goods/Services	Status
6.	LOVELAND MAGAZINE®	Reg. No. 5,143,702 (Supplemental Register)	IC 41 - Providing current event news and information via a global computer network; providing an Internet news portal featuring links to news stories and articles in the field of current events; online news in the nature of current events reporting; providing online non-downloadable general interest magazines; online publication of current event news, articles and stories; publication of magazines; publishing of electronic magazines; publishing of electronic publications	Registered 2/14/2017
7.	LOVELAND MAGAZINE and design  ®	Reg. No. 5,143,699 (Supplemental Register)	IC 16 - General feature magazine	Registered 2/14/2017
8.	LOVELAND MAGAZINE and design  ®	Reg. No. 5,143,700 (Supplemental Register)	IC 41 - Providing current event news and information via a global computer network; providing an Internet news portal featuring links to news stories and articles in the field of current events; online news in the nature of current events reporting; providing online non-downloadable general interest magazines; online publication of current event news, articles and stories; publication of magazines; publishing of electronic magazines; publishing of electronic publications	Registered 2/14/2017
9.	LOVELAND HERALD® REPORTER-	Reg. No. 4,504,049 (Principal Register)	IC 16 - Printed publications, namely, newspapers IC 41 - Publication of online newspapers	Registered 4/1/2014
10.	LOVELAND WEEKLY®	Reg. No. 4,830,436 (Principal Register)	IC 16 - Newspapers	Registered 10/13/2015

PRAIRIE MOUNTAIN PUBLISHING COMPANY, LLP
 (Delaware limited liability partnership)

UNITED STATES

No.	Mark	Serial No. / Reg. No.	Goods/Services	Status
11.	LOVELAND WEEKLY®	Reg. No. 3,152,323 (Supplemental Register)	IC 16 - Newspapers	Registered 10/3/2006
12.	REPORTER-HERALD®	Reg. No. 1,866,983 (Principal Register)	IC 16 - Newspapers for general circulation	Registered 12/13/1994
13.	ROYAL GORGE SHOPPING NEWS®	Reg. No. 4,710,884 (Principal Register)	IC 16 - Newspapers	Registered 3/31/2015
14.	TIMES-CALL®	Reg. No. 1,866,982 (Principal Register)	IC 16 - Newspapers for general circulation	Registered 12/13/1994
15.	TO BUILD A BETTER WORLD, START IN YOUR OWN COMMUNITY®	Reg. No. 1,866,984 (Principal Register)	IC 16 - Newspapers for general circulation	Registered 12/13/1994

PRAIRIE MOUNTAIN PUBLISHING COMPANY, LLP
 (Delaware limited liability partnership)

COLORADO STATE REGISTRATIONS

No.	Mark	Serial No. / Reg. No.	Goods/Services	Status
16.	ARITHMEBITS™	Reg. No. 20111009945	IC 16 - Daily mathematical puzzle printed in publication	Registered 1/6/2011
17.	DAILY RECORD™	Reg. No. 20081560438	IC 16 - Newspapers for general circulation	Registered 10/23/2008
18.	LONGMONT MAGAZINE™	Reg. No. 20081571355	IC 16 - General feature magazine	Registered 10/29/2008
19.	LOVELAND WEEKLY™	Reg. No. 20051391879	IC 16 - Newspapers	Registered 10/20/2005
20.	ROYAL GORGE SHOPPING NEWS™	Reg. No. 20041281270	IC 16 - Newspapers	Registered 8/11/2004

TRADEMARK

MING-III Acquisition LLC

United States

No.	Mark	Serial No. / Reg. No.	Goods/Services	Status
1.	SOMEBODY'S GOT TO SAY IT	Reg. No. 2487547	16 - Daily newspapers for general circulation	Registered September 11, 2001
2.	BOSTON HERALD	Reg. No. 2294163	16 - Daily newspapers for general circulation	Registered November 23, 1999
3.	HOMEFIND	Reg. No. 2593360	35 - Providing interactive classified advertising services for commercial, residential and vacation real estate properties via on-line communications networks	Registered July 16, 2002
4.	JOBFIND	Reg. No. 2315509	35 - dissemination of employment and classified advertising for others via an online communications network	Registered February 8, 2000
5.	CARFIND	Reg. No. 2601455	35 - providing interactive automobile classified advertising services via on-line communications networks	Registered July 20, 2002

TRADEMARK

REEL: 006309 FRAME: 0514

RECORDED: 04/09/2018