

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516584

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOUND PUBLISHING, INC		03/29/2019	Corporation: WASHINGTON
Oahu Publications, Inc.		03/29/2019	Corporation: HAWAII
San Francisco Print Media Co		03/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	199 Bay Street, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L1A2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3194119	SEATTLE WEEKLY	
Registration Number:	2690516	BEST OF SEATTLE	
Registration Number:	2334531	LITTLE NICKEL	
Registration Number:	2643015	THE GARDEN ISLAND	
Registration Number:	1996707	KAUAI TIMES	
Registration Number:	5186151	AFTERDARKSF	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Seth H. Reagan		
Address Line 1:	1201 Third Ave, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	132280-0001		
NAME OF SUBMITTER:	Seth H. Reagan		

OP \$165.00 3194119

SIGNATURE:	/Seth H. Reagan/
DATE SIGNED:	03/29/2019
Total Attachments: 5 source=CIBC_Black Press - U.S. TM Security Agreement#page1.tif source=CIBC_Black Press - U.S. TM Security Agreement#page2.tif source=CIBC_Black Press - U.S. TM Security Agreement#page3.tif source=CIBC_Black Press - U.S. TM Security Agreement#page4.tif source=CIBC_Black Press - U.S. TM Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) made as of this March 29, 2019, by Sound Publishing, Inc., a Washington corporation (“Sound Publishing”), Oahu Publications, Inc., a Hawaii corporation (“Oahu”), and San Francisco Print Media Co, a Delaware corporation (“SFPMC” and together with Sound Publishing and Oahu, each individually, a “Grantor” and collectively, the “Grantors”) in favor of Canadian Imperial Bank of Commerce, as Agent (herein, “Grantee”):

WITNESSETH

WHEREAS, Grantee, Sound Publishing, Oahu, and certain affiliates of the Grantors are parties to a certain Credit Agreement dated as of March __, 2019 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”); and

WHEREAS, pursuant to the terms of a certain General Security Agreement dated as of March 29, 2019 among the Grantors, one or more of their affiliates, and Grantee (as the same may be amended or otherwise modified from time to time, the “Security Agreement”), each Grantor has granted to Grantee, for its own benefit and for the benefit of the holders of the other Secured Parties, a security interest in substantially all of the assets of each Grantor including all right, title and interest of each Grantor in, to and under all now owned and hereafter acquired Intellectual Property Rights (as defined in the Security Agreement), together with the goodwill of the business symbolized by each Grantor’s trademarks, and all products and proceeds thereof, to secure payment and performance of the Secured Liabilities;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Secured Obligations, each Grantor hereby grants to Grantee, for its own benefit of the other Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in each Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(i) any trademarks, trademark applications, trade names, service marks, all registrations and recordings thereof, and all applications in connection therewith, including without limitation, the trademarks listed on Schedule 1 annexed hereto; and

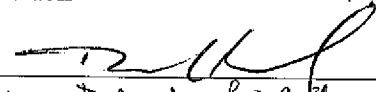
(ii) all products and proceeds of the forgoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any of the foregoing, or (b) injury to the goodwill associated with any of the foregoing.

[Signature Page Follows]

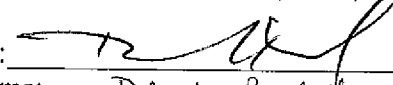
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

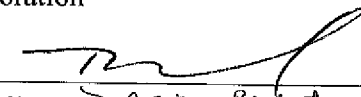
SOUND PUBLISHING, INC., a Washington corporation

By: 
Name: DAVID BLACK
Title: PRESIDENT

OAHU PUBLICATIONS, INC., a Hawaii corporation

By: 
Name: DAVID BLACK
Title: PRESIDENT

SAN FRANCISCO PRINT MEDIA CO., a Delaware corporation

By: 
Name: DAVID BLACK
Title: PRESIDENT

Agreed and Accepted
As of the Date First Written Above

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By _____
Its _____

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

SOUND PUBLISHING, INC., a Washington corporation

By: _____
Name: _____
Title: _____

OAHU PUBLICATIONS, INC., a Hawaii corporation

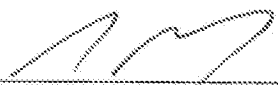
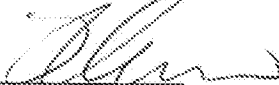
By: _____
Name: _____
Title: _____

SAN FRANCISCO PRINT MEDIA CO., a Delaware corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By _____
Its _____
 
Geoff Golding David Carson
Authorized Signatory AUTHORIZED SIGNATORY

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006604 FRAME: 0417

SCHEDULE 1

TRADEMARK REGISTRATION

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Sound Publishing, Inc.	SEATTLE WEEKLY	3194119	January 2, 2007
Sound Publishing, Inc.	BEST OF SEATTLE	2690516	February 25, 2003
Sound Publishing, Inc.	LITTLE NICKEL	2334531	March 28, 2000
Oahu Publications, Inc.	THE GARDEN ISLAND	2643015	October 29, 2002
Oahu Publications, Inc.	KAUAI TIMES	1996707	August 27, 1996
San Francisco Print Media Company	AFTERDARKSF	5186151	April 18, 2017

TRADEMARK APPLICATIONS

None.