

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM517395

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:	Computershare Trust Company of Canada, as Trustee		
Street Address:	100 University Avenue, 11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2Y1		
Entity Type:	trust company: 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:	3128637865		
<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:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	7929.001		
NAME OF SUBMITTER:	Sharon Patterson		

OP \$165.00 3194119

SIGNATURE:	/sharon patterson/
DATE SIGNED:	04/04/2019
Total Attachments: 5 source=Black Press TM#page1.tif source=Black Press TM#page2.tif source=Black Press TM#page3.tif source=Black Press TM#page4.tif source=Black Press TM#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 Computershare Trust Company of Canada, a trust company licensed to carry on business in all Provinces of Canada, as trustee and for the benefit of the Noteholders (herein, "Grantee");

WITNESSETH

WHEREAS, Grantee and certain affiliates of Grantors are parties to a certain Trust Indenture dated as of March 29, 2019 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Trust Indenture"); and

WHEREAS, pursuant to the terms of a certain Security and Pledge Agreement dated as of March 29, 2019 among 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 Secured Obligations, 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 Trademarks (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 Obligations;

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 Trust Indenture and Security Agreement. The Trust Indenture 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 Obligations, each Grantor hereby grants to Grantee, for its own benefit and the benefit of the holders of the Secured Obligations, 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) each Trademark listed on Schedule 1 annexed hereto and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; 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 Trademark, or (b) injury to the goodwill associated with any Trademark.

[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 
Its PRESIDENT/DAVID BLACK

OAHU PUBLICATIONS, INC., a Hawaii corporation

By 
Its PRESIDENT/DAVID BLACK

SAN FRANCISCO PRINT MEDIA CO., a Delaware corporation

By 
Its PRESIDENT/DAVID BLACK

Agreed and Accepted
As of the Date First Written Above

**COMPUTERSHARE TRUST COMPANY OF
CANADA,**
as Trustee

By _____
Its _____

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 _____
Its _____

OAHU PUBLICATIONS, INC., a Hawaii corporation

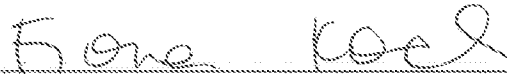
By _____
Its _____

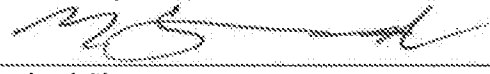
SAN FRANCISCO PRINT MEDIA CO., a Delaware corporation

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

COMPUTERSHARE TRUST COMPANY OF CANADA,
as Trustee

By 
Its Authorized Signatory

By 
Its Authorized Signatory

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

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
None.		