

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580482

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEE PROCUREMENT SOLUTIONS CO.		03/16/2020	Corporation: IOWA

RECEIVING PARTY DATA

Name:	BH FINANCE LLC
Street Address:	1314 DOUGLAS ST., STE. 1400
City:	OMAHA
State/Country:	NEBRASKA
Postal Code:	68102
Entity Type:	Limited Liability Company: NEBRASKA

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2983247	ALBANY DEMOCRAT-HERALD
Registration Number:	2995157	BEATRICE DAILY SUN
Registration Number:	3003817	BILLINGS GAZETTE
Registration Number:	1807513	CLASSIC IMAGES
Registration Number:	2297511	CLASSIC IMAGES
Registration Number:	3049194	COLUMBUS TELEGRAM
Registration Number:	3049193	CORVALLIS GAZETTE-TIMES
Registration Number:	2133570	FILMS OF THE GOLDEN AGE
Registration Number:	3957298	FILMS OF THE GOLDEN AGE
Registration Number:	3015260	FREMONT TRIBUNE
Registration Number:	3040312	GLOBE GAZETTE
Registration Number:	2133569	HOLLYWORDS
Registration Number:	3027216	INDEPENDENT RECORD
Registration Number:	1399378	IOWA FARMER TODAY
Registration Number:	3013050	LA CROSSE TRIBUNE
Registration Number:	2269096	MIDWEST MESSENGER
Registration Number:	3017463	MISSOULIAN
Registration Number:	1972527	MONTANA MAGAZINE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3057253	MUSCATINE JOURNAL
Registration Number:	2930855	QUAD-CITY TIMES
Registration Number:	3023436	RAVALLI REPUBLIC
Registration Number:	3010699	SIOUX CITY JOURNAL
Registration Number:	3034528	THE BISMARCK TRIBUNE
Registration Number:	3049359	THE CHIPPEWA HERALD
Registration Number:	2936435	THE JOURNAL TIMES
Registration Number:	2946203	THE MONTANA STANDARD
Registration Number:	3026856	THE POST-STAR
Registration Number:	3044734	THE SOUTHERN ILLINOISAN
Registration Number:	2967026	THE TIMES AND DEMOCRAT
Registration Number:	2970506	THE TIMES-NEWS
Registration Number:	2184916	TIDY RAK
Registration Number:	3049358	TIMES-COURIER
Registration Number:	2040735	TRI-STATE NEIGHBOR
Registration Number:	3053430	WINONA DAILY NEWS
Registration Number:	2086288	WINONANET
Registration Number:	2249727	WORK FOR YOU
Registration Number:	4654340	CONNECT ME LOCAL
Registration Number:	4760089	SELLITMT.COM
Registration Number:	2665229	QUAD-CITIES ONLINE
Registration Number:	2593764	QUAD-CITIES ONLINE
Registration Number:	3288529	RADISH
Registration Number:	5842425	HBY HEALTHY & BEAUTIFUL YOU
Registration Number:	4046128	A SOURCE OF TRUST
Registration Number:	5883174	AMPLIFIED DIGITAL
Registration Number:	5883175	AMPLIFIED DIGITAL
Registration Number:	5868354	I LOVE A DEAL
Serial Number:	86519288	IN
Serial Number:	86519292	IN INSPIRED LIVING
Serial Number:	86632941	INSPIRED LIVING
Serial Number:	88344530	AD

CORRESPONDENCE DATA

Fax Number: 5633241616

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: (563) 324-3246

Email: USPTOMAIL@L-WLAW.COM

Correspondent Name: LANE & WATERMAN LLP
Address Line 1: 220 N. MAIN STREET, STE. 600
Address Line 4: DAVENPORT, IOWA 52801

NAME OF SUBMITTER: Joshua J. McIntyre

SIGNATURE: /Joshua J. McIntyre/

DATE SIGNED: 06/09/2020

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN TRADEMARKS
(Lee Procurement Solutions Co.)

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") is entered into as of March 16, 2020 by each of the signatories hereto (the "Grantors"), in favor of BH FINANCE LLC, a Nebraska limited liability company (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of January 29, 2020 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Lee Enterprises, Incorporated, a Delaware corporation (the "Borrower"), and the Lender, the Lender has agreed to make a loan to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of a Guarantee and Collateral Agreement of even date herewith (as amended, modified, supplemented and restated from time to time, the "Collateral Agreement"), each Grantor has granted, pledged, mortgaged, charged, assigned and transferred to the Lender a first priority, continuing, specific and fixed security interest in its Intellectual Property, including its Trademarks, to secure the Secured Obligations;

WHEREAS, this Agreement further evidences the security interests granted pursuant to the Collateral Agreement; and

WHEREAS, capitalized terms used and not otherwise defined herein have the meanings provided in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors hereby agree as follows:

1. Grant of a Security Interest. Each Grantor hereby grants, pledges, mortgages, charges, assigns and transfers to the Lender, a security interest in all of such Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"); provided, however, that notwithstanding any of the other provisions set forth in this Section 1, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any applicable law (including the requirement to obtain the consent of any Governmental Authority) or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such requirement of law or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; provided, further, that notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 1 attach to any applications for Trademarks filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such mark and for which a form evidencing use of the mark has not yet been filed with the United States Patent and Trademark Office, to the extent that granting a security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Collateral Agreement

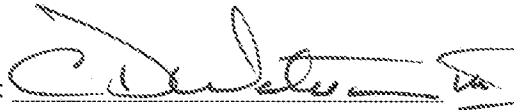
and is expressly subject to the terms and conditions thereof. The Collateral Agreement shall remain in full force and effect in accordance with its terms. Each Grantor does acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

3. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

4. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

LEE PROCUREMENT SOLUTIONS CO.

By: 

Name: C.D. Waterman III

Its: Authorized Signatory

[Signature page of Grant of Security Interest in Trademarks by Lee Procurement Solutions Co.]

**SCHEDULE A
TO
GRANT OF SECURITY INTEREST IN TRADEMARKS**

Registrations:

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
A SOURCE OF TRUST	10/25/2011	4046128
ALBANY DEMOCRAT-HERALD	8/9/2005	2983247
AMPLIFIED DIGITAL	10/15/19	5883174
AMPLIFIED DIGITAL	10/15/19	5883175
BEATRICE DAILY SUN	9/13/2005	2995157
BILLINGS GAZETTE	10/4/2005	3003817
CLASSIC IMAGES	11/30/1993	1807513
CLASSIC IMAGES (no longer in use; allowing to expire)	12/7/1999	2297511
COLUMBUS TELEGRAM	1/24/2006	3049194
CONNECT ME LOCAL	2/19/2014	4654340
CORVALLIS GAZETTE-TIMES	1/24/2006	3049193
FILMS OF THE GOLDEN AGE	1/27/1998	2133570
FILMS OF THE GOLDEN AGE	5/10/2011	3957298
FREMONT TRIBUNE	11/15/2005	3015260
GLOBE GAZETTE	1/10/2006	3040312
HBY HEALTHY & BEAUTIFUL YOU	8/27/2019	5842425
HOLLYWORDS	1/27/1998	2133569
I LOVE A DEAL	9/24/2019	5868354

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
INDEPENDENT RECORD	12/13/2005	3027216
IOWA FARMER TODAY	7/1/1986	1399378
LA CROSSE TRIBUNE	11/8/2005	3013050
MIDWEST MESSENGER	8/10/1999	2269096
MISSOULIAN	11/22/2005	3017463
MONTANA MAGAZINE	5/7/1996	1972527
MUSCATINE JOURNAL	2/7/2006	3057253
QUAD-CITIES ONLINE	12/24/2002	2665229
QUAD-CITIES ONLINE	7/16/2002	2593764
QUAD-CITY TIMES	3/8/2005	2930855
RADISH	9/4/2007	3288529
RAVALLI REPUBLIC	12/6/2005	3023436
SELLITMT.COM	6/23/2015	4760089
SIoux CITY JOURNAL	11/1/2005	3010699
THE BISMARCK TRIBUNE	12/27/2005	3034528
THE CHIPPEWA HERALD	1/24/2006	3049359
THE JOURNAL TIMES	3/29/2005	2936435
THE MONTANA STANDARD	5/3/2005	2946203
THE POST-STAR	12/13/2005	3026856
THE SOUTHERN ILLINOISAN	1/17/2006	3044734

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
THE TIMES AND DEMOCRAT	7/12/2005	2967026
THE TIMES-NEWS	7/19/2005	2970506
TIDY RAK	8/25/1998	2184916
TIMES-COURIER	1/24/2006	3049358
TRI-STATE NEIGHBOR	2/25/1997	2040735
WINONA DAILY NEWS	1/31/2006	3053430
WINONANET	8/5/1997	2086288
WORK FOR YOU	6/1/1999	2249727

Applications:

<u>Applicant</u>	<u>Mark</u>	<u>File Date</u>	<u>Serial No.</u>	<u>Basis</u>
Lee Procurement Solutions Co.	AD (w/ LOGO)	3/18/2019	88344530	IN USE