

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580486

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LEE ENTERPRISES, INCORPORATED		03/16/2020	Corporation: DELAWARE

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: 7

Property Type	Number	Word Mark
Registration Number:	3501832	BEST BRIDAL
Registration Number:	2600249	JOURNALSTAR.COM
Registration Number:	2563200	LINCOLN JOURNAL STAR
Registration Number:	3019904	RAPID CITY JOURNAL
Registration Number:	3745545	SELLITIA.COM
Registration Number:	3988952	TODAY'S DEAL HOP ON IT
Registration Number:	2029349	WHEELS FOR YOU

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/

OP \$190.00 3501832

DATE SIGNED:	06/09/2020
Total Attachments: 3 source=Lee - TM grant to BH Finance (executed 2020-0316)#page1.tif source=Lee - TM grant to BH Finance (executed 2020-0316)#page2.tif source=Lee - TM grant to BH Finance (executed 2020-0316)#page3.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS
(Lee Enterprises, Incorporated)

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

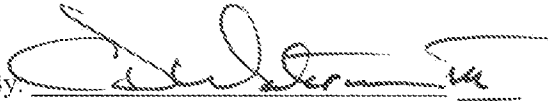
and is expressly subject to the terms and conditions thereof. The Collateral Agreement shall remain in full force and effect in accordance with its terms. Each Grantor does acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral 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 ENTERPRISES, INCORPORATED

By: 

Name: C.D. Waterman III

Its: Authorized Signatory

[Signature page of Grant of Security Interest in Trademarks by Lee Enterprises, Incorporated]

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

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
BEST BRIDAL	9/16/2008	3501832
JOURNALSTAR.COM	7/30/2002	2600249
LINCOLN JOURNAL STAR	4/23/2002	2563200
RAPID CITY JOURNAL	11/29/2005	3019904
SELLITIA.COM	2/2/2010	3745545
TODAY'S DEAL HOP ON IT	7/5/2011	3988952
WHEELS FOR YOU	1/7/1997	2029349