

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580500

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BUFFALO NEWS, INC.		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: 25			
Property Type	Number	Word Mark	
Registration Number:	0911098	TV TOPICS	
Registration Number:	1144143	THE BUFFALO NEWS	
Registration Number:	1544390	GUSTO	
Registration Number:	2530878	BUFFALOCARS.COM	
Registration Number:	2577126	THE BUFFALO NEWS	
Registration Number:	2530879	BUFFALO.COM	
Registration Number:	2825406	BUFFALO NEWS	
Registration Number:	2530880	EVERYTHING BUFFALO	
Registration Number:	2530881	BUFFALOCARS	
Registration Number:	2562643	MYBUFFALO.COM	
Registration Number:	3491943	BUFFALO.COM EVERYTHING BUFFALO	
Registration Number:	2962305	WNY VALUES	
Registration Number:	4398856	[BN] THE GAME	
Registration Number:	4468683	[BN]	
Registration Number:	4424226	[BN] THE KNOW	
Registration Number:	4489238	CANALSIDE MEDIA	
Registration Number:	5206144	WESTERN NEW YORK GENTRY	
Registration Number:	5190113	ARCADE PENNSAVER & NEWS	
Registration Number:	5190116	CUBA/FRANKLINVILLE PENNSAVER & NEWS	

OP \$640.00 0911098

Property Type	Number	Word Mark
Registration Number:	5190117	ELLCOTTVILLE PENNYSAVER & NEWS
Registration Number:	5190120	GOWANDA PENNYSAVER & NEWS
Registration Number:	5190121	SPRINGVILLE PENNYSAVER & NEWS
Serial Number:	88203160	ONE NEWS DIGITAL
Serial Number:	88203176	ONE NEWS DIGITAL
Serial Number:	88760449	GOOD MORNING, BUFFALO

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: 4

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- source=Buffalo News - TM grant to BH Finance (executed 2020-0316)#page2.tif
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GRANT OF SECURITY INTEREST IN TRADEMARKS
(The Buffalo News, Inc.)

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.

THE BUFFALO NEWS, INC.

By: 

Name: C.D. Waterman III

Its: Authorized Signatory

[Signature page of Grant of Security Interest in Trademarks by The Buffalo News, Inc.]

TRADEMARK
REEL: 006957 FRAME: 0318

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

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
TV TOPICS	4/6/1971	0911098
THE BUFFALO NEWS	12/23/1980	1144143
GUSTO	6/20/1989	1544390
BUFFALOCARS.COM	1/15/2002	2530878
THE BUFFALO NEWS	6/11/2002	2577126
BUFFALO.COM	1/15/2002	2530879
BUFFALONEWS	3/23/2004	2825406
EVERYTHING BUFFALO	1/15/2002	2530880
BUFFALOCARS	1/15/2002	2530881
MYBUFFALO.COM	4/16/2002	2562643
BUFFALO.COM EVERYTHING BUFFALO	8/26/2008	3491943
WNY VALUES	6/14/2005	2962305
[BN] THE GAME	9/10/2013	4398856
[BN]	1/21/2014	4468683
[BN] THE KNOW	10/29/2013	4424226
CANALSIDE MEDIA	2/25/2014	4489238
WESTERN NEW YORK GENTRY	5/16/2017	5206144
ARCADE PENNYSAYER & NEWS	4/25/2017	5190113
CUBA/FRANKLINVILLE PENNYSAYER & NEWS	4/25/2017	5190116

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
ELLICOTVILLE PENNYSAVER & NEWS	4/25/2017	5190117
GOWANDA PENNYSAVER & NEWS	4/25/2017	5190120
SPRINGVILLE PENNYSAVER & NEWS	4/25/2017	5190121

Buffalo News Federal Applications (filed with the USPTO)

<u>Mark</u>	<u>File Date</u>	<u>Serial No.</u>	<u>Basis</u>
ONE NEWS DIGITAL	11/21/2018	88203160	IN USE
ONE NEWS DIGITAL (Design plus Words)	11/21/2018	88203176	IN USE
GOOD MORNING, BUFFALO	1/15/2020	88760449	IN USE