

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEE BHM CORP.		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: 31			
Property Type	Number	Word Mark	
Registration Number:	1855758	VIRGINIA'S NEWS LEADER	
Registration Number:	1530824	DISCOVER RICHMOND	
Registration Number:	1493106	RICHMOND TIMES-DISPATCH	
Registration Number:	1493105	THE RICHMOND NEWS LEADER	
Registration Number:	3597769	TULSA WORLD	
Registration Number:	3575601	TULSA WORLD	
Registration Number:	4080154	O	
Registration Number:	1690165	SUNDAY WORLD-HERALD	
Registration Number:	2441191	ACCESS WACO	
Registration Number:	2580523	AGNET	
Registration Number:	2830980	AC WEEKLY	
Registration Number:	3255170	ATLANTIC CITY WEEKLY	
Registration Number:	2608322	ATLANTIC CITY WEEKLY	
Registration Number:	1767035	CAROLINA WEDDINGS	
Registration Number:	1934676	ENTERTAINMENT SPOTLIGHT	
Registration Number:	2195235	H.O.T. CLASSIFIEDS!	
Registration Number:	4055510	H.O.T. READER'S CHOICE AWARDS	
Registration Number:	1815099	KICKOFF KID	

OP \$790.00 1855758

Property Type	Number	Word Mark
Registration Number:	1691534	OMAHA WORLD-HERALD
Registration Number:	2505658	OMAHA.COM
Registration Number:	2919564	PICK IT UP! CLICK IT UP!
Registration Number:	2456449	R U READY?
Registration Number:	2969604	TASTE OF SOUTH JERSEY
Registration Number:	2899618	TD CHANNELS
Registration Number:	2635945	THE BURG
Registration Number:	1557971	THE DAILY PROGRESS
Registration Number:	3827189	THEEAGLE.COM
Registration Number:	2190625	WACO TODAY
Registration Number:	1605538	WACO TRIBUNE-HERALD
Registration Number:	4271169	WACO TRIBUNE-HERALD H.O.T. READER'S CHOI
Registration Number:	1300523	WINSTON-SALEM JOURNAL

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
source=Lee BHM - TM grant to BH Finance (executed 2020-0316)#page1.tif
source=Lee BHM - TM grant to BH Finance (executed 2020-0316)#page2.tif
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source=Lee BHM - TM grant to BH Finance (executed 2020-0316)#page4.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS
(Lee BHM Corp.)

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

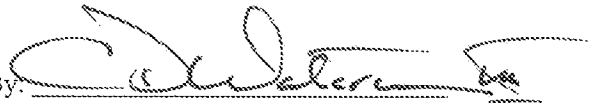
and is expressly subject to the terms and conditions thereof. The Collateral Agreement shall remain in full force and effect in accordance with its terms. Each Grantor does acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral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

By: 

Name: C.D. Waterman III

Its: Authorized Signatory

[Signature page of Grant of Security Interest in Trademarks by Lee BHM Corp.]

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

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
VIRGINIA'S NEWS LEADER	9/27/1994	1855758
DISCOVER RICHMOND	3/21/1989	1530824
RICHMOND TIMES-DISPATCH	6/21/1988	1493106
THE RICHMOND NEWS LEADER	6/21/1988	1493105
TULSA WORLD (illustration/drawing)	3/31/2009	3597769
TULSA WORLD	2/17/2009	3575601
O (illustration/drawing)	1/3/2012	4080154
SUNDAY WORLD-HERALD (stylized)	6/2/1992	1690165
ACCESS WACO	4/13/2001	2441191
AGNET & Design	6/18/2002	2580523
AC Weekly	4/6/2004	2830980
Atlantic City Weekly	6/26/2007	3255170
Atlantic City Weekly & Design	8/13/2002	2608322
Carolina Weddings	4/20/1993	1767035
Entertainment Spotlight	11/14/1995	1934676
H.O.T. Classifieds!	10/13/1998	2195235
H.O.T. Reader's Choice Awards	11/15/2011	4055510
Kick-Off Kid	1/4/1994	1815099
Omaha World-Herald	6/9/1992	1691534

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Omaha.com	11/6/2001	2505658
Pick It Up! Click It Up!	1/18/2005	2919564
R U Ready?	5/29/2001	2456449
Taste of South Jersey	7/19/2005	2969604
T-D Channels	11/2/2004	2899618
The Burg	10/15/2002	2,635,945
The Daily Progress	9/26/1989	1557971
THEEAGLE.COM	8/3/2010	3827189
Waco Today	9/22/1998	2190625
Waco Tribune-Herald	7/10/1990	1605538
Waco Tribune-Herald H.O.T. Reader's Choice Awards	01/08/2013	4271169
Winston-Salem Journal	10/16/1984	1300523