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TO: EDWARD T. WHITE - HUNTON & WILLIAMS LLP COMPANY: 951 EAST BYRD STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

02/19/2009
900127480

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rhode Island Monthly Communications, Inc.		01/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue
Internal Address:	Third Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Secured Party: <i>National Association/Texas</i>

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3553943	BEST OF RHODE ISLAND
Registration Number:	2202611	RHODE ISLAND MONTHLY
Registration Number:	3554027	RHODE ISLAND MONTHLY'S BEST OF RHODE ISLAND

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 804-788-8523
 Email: HWRITM@hunton.com
 Correspondent Name: Edward T. White - Hunton & Williams LLP
 Address Line 1: 951 East Byrd Street
 Address Line 2: Riverfront Plaza, East Tower
 Address Line 4: RICHMOND, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER: 64229.001187

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TO: EDWARD T. WHITE - HUNTON & WILLIAMS LLP COMPANY: 951 EAST BYRD STREET

NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	02/19/2009
Total Attachments: 4 source=Rhode Island Monthly Trademark Security#page1.tif source=Rhode Island Monthly Trademark Security#page2.tif source=Rhode Island Monthly Trademark Security#page3.tif source=Rhode Island Monthly Trademark Security#page4.tif	

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TO: EDWARD T. WHITE - HUNTON & WILLIAMS LLP COMPANY: 951 EAST BYRD STREET

TRADEMARK SECURITY AGREEMENT

WHEREAS, Rhode Island Monthly Communications, Inc., a Delaware corporation ("Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and JPMorgan Chase Bank, N.A., as administrative agent and a lender ("Secured Party") are parties to that certain Amended and Restated Credit Agreement dated January 30, 2009 (as same may be amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Amended and Restated Pledge and Security Agreement dated as of January 30, 2009 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor, certain affiliates of Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including, without limitation, the Trademarks (together with any reissues, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license, including, without limitation, each Trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the Trademarks referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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TO: EDWARD T. WHITE - HUNTON & WILLIAMS LLP COMPANY: 951 EAST BYRD STREET

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the 30th day of January, 2009.

Acknowledged:

GRANTOR:



By: RHODE ISLAND MONTHLY COMMUNICATIONS INC.
Name: Alison K. Engel
Title: Treasurer/Assistant Secretary

SECURED PARTY:

By: JPMORGAN CHASE BANK, N.A., as
Administrative Agent
Name:
Title:

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer hereunto as of the 30th day of January, 2009.

Acknowledged:

GRANTOR:

SECURED PARTY:

By: RHODE ISLAND MONTHLY
COMMUNICATIONS, INC.
Name: Alison K. Engel
Title: Treasurer/Assistant Secretary

Jeff A. Tompkins
By: JPMORGAN CHASE BANK, N.A., as
Administrative Agent
Name: *Jeff A. Tompkins*
Title: *Vice President*

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Schedule 1
to Trademark
Security Agreement

TRADEMARKS

Name of Grantor	Trademark	Country	Registration Date	Registration Number
Rhode Island Monthly Communications, Inc.	Best of Rhode Island	United States	12/30/2008	3553943
Rhode Island Monthly Communications, Inc.	Rhode Island Monthly	United States	11/10/1998	2202611
Rhode Island Monthly Communications, Inc.	Rhode Island Monthly's Best of Rhode Island	United States	12/30/2008	3554027
Rhode Island Monthly Communications, Inc.	Rhode Island Monthly's Best of Rhode Island	Rhode Island	4/15/1993	930402
Rhode Island Monthly Communications, Inc.	The Best of Rhode Island	Rhode Island	4/15/1993	9342

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT, Solo Page
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