

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASP Westward L.P.		11/23/2009	LIMITED PARTNERSHIP:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation		
Street Address:	600 Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2689910	LONGVIEW NEWS-JOURNAL	
Registration Number:	1608647	LONGVIEW NEWS-JOURNAL	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5134		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jhannon@kslaw.com		
Correspondent Name:	James M. Hannon		
Address Line 1:	1180 Peachtree Street		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09631.009029		
NAME OF SUBMITTER:	James M. Hannon		
Signature:	/James M. Hannon/		
Date:	11/23/2009		

OP \$65.00 2689910

TRADEMARK

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2009, is made by ASP Westward, L.P. ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuer (as defined in the Credit Agreement referenced below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 6, 2006 (as amended by Amendment No. 1, dated as of February 12, 2008; Amendment No. 2, dated as of September 30, 2008; Waiver and Amendment No. 3, dated as of April 2, 2009; Consent and Amendment No. 4, dated as of September 18, 2009; and Waiver and Amendment No. 5, dated as of October 30, 2009, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, the other persons designated as "Credit Parties" on the signature pages thereof, the financial institutions party thereto from time to time and the Agent, the Lenders and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated December 30, 2002 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), in favor of Agent, to grant a continuing Lien on the Collateral to secure the Obligations (as defined in the Credit Agreement);

WHEREAS, pursuant to the Security Agreement, the Grantor has a continuing obligation to execute and deliver this Trademark Security Agreement; and

WHEREAS, pursuant to that certain Asset Purchase Agreement entered into by and among Cox Texas Newspapers, L.P., Cox North Carolina Publications, Inc., and the Grantor dated September 18, 2009, Grantor acquired certain registered trademarks.

NOW, THEREFORE, in consideration of the premises and to continue to induce the Lenders, the L/C Issuer and the Agent to induce the Lenders and the L/C Issuer to make their respective extensions of credit under the Credit Agreement, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the benefit of the Lenders, a Lien on and security interest in, all of

its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASP WESTWARD, L.P., as Grantor

By: ASP WESTWARD GENERAL, LLC,
its General Partner

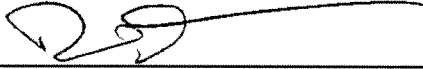
By: ASP WESTWARD, LLC, its Managing Member

By: Paul Rossetti
Name: Paul Rossetti
Title: Authorized Signatory

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By:



Name: David Indelicato
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

State of New York)
County of New York) ss.

On this 20th day of November, 2009, before me personally appeared Paul Rossetti, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ASP Westward, LLC, a Delaware limited liability company, which is the managing member of ASP Westward General, LLC, a Delaware limited liability company, which is the general partner of ASP Westward, L.P., Delaware limited partnership, who being by me duly sworn did depose and say that he/she is an authorized officer of ASP Westward, LLC, that the said instrument was signed on behalf of said limited liability companies and said limited partnership, and that he/she acknowledged said instrument to be the free act and deed of said limited liability companies and said partnership.

KRISTI SMALLEN
Notary Public, State of New York
Reg #01SM6164112
Qualified in New York County
Term Expires Apr. 9, 2011

Kristi Smullen
Notary Public

[Acknowledgement of Grantor for the Trademark Security Agreement]

**SCHEDULE I
TO THE
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

<u>Mark</u>	<u>Reg. No</u>	<u>Reg. Date</u>	<u>Ser. No.</u>	<u>Filing Date</u>
LONGVIEW NEWS-JOURNAL	2,689,910	2/25/2003	76/191,252	1/9/2001
LONGVIEW NEWS-JOURNAL	1,608,647	7/31/1990	74/003,875	11/20/1989

2. TRADEMARK APPLICATIONS FOR REGISTRATION

None

3. IP LICENSES

None