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TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FREEDOM COMMUNICATIONS, INC.		11/22/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., As Administrative Agent
Street Address:	P.O. BOX 2558
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77252-2558
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark	
Serial Number:	85069931	ORANGECOUNTY.COM	
Serial Number:	85033559	DEAL OF THE DAY NEVER MISS A DEAL	

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER: 36412

NAME OF SUBMITTER: Penelope J.A. Agodoa

Signature: /pja/
TRADEMARK

900176339 REEL: 004421 FRAME: 0741

Date:	11/26/2010
Total Attachments: 7 source=36412#page1.tif source=36412#page2.tif source=36412#page3.tif source=36412#page4.tif source=36412#page5.tif source=36412#page6.tif source=36412#page7.tif	

Form **PTO-1594** (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY				
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.				
Name of conveying party(ies): FREEDOM COMMUNICATIONS, INC.	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? ✓ No			
	Name: JPMORGAN CHASE BANK, N.A., As Administrative Agent			
☐ Individual(s) ☐ Association	Internal Address:			
General Partnership Limited Partnership	Street Address: P.O. BOX 2558			
✓ Corporation- State: <u>DELAWARE</u>	City: HOUSTON			
Other	State: Texas			
Citizenship (see guidelines)	Country: <u>United Sattes</u> Zip: <u>77252-2558</u>			
Additional names of conveying parties attached? Yes No	Association Citizenship OSA			
3. Nature of conveyance)/Execution Date(s):	General Partnership Citizenship			
Execution Date(s) November 22, 2010	Limited Partnership Citizenship			
Assignment Merger	Corporation Citizenship			
Security Agreement Change of Name	Other Citizenship If assignee is not domiciled in the United States, a domestic			
Other	representative designation is attached: Yes No (Designations must be a separate document from assignment)			
4. Application number(s) or registration number(s) and				
A. Trademark Application No.(s) PLEASE SEE ATTACHED SCHEDULE	B. Trademark Registration No.(s) PLEASE SEE ATTACHED SCHEDULE			
	Additional sheet(s) attached?			
C. Identification or Description of Trademark(s) (and Filing PLEASE SEE ATTACHED SCHEDULE				
5. Name & address of party to whom correspondence concerning document should be mailed: Name: IP Research Plus	6. Total number of applications and registrations involved:			
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$			
Attn: Penelope J.A. Agodoa	Authorized to be charged by credit card			
Street Address:	Authorized to be charged to deposit account			
21 Tadcaster Circle	☐ Enclosed			
City: Waldorf	8. Payment Information:			
State: MD Zip: 20602	a. Credit Card Last 4 Numbers Expiration Date			
Phone Number: <u>301-638-0511</u>	b. Deposit Account Number			
Fax Number: 866-826-5420	Authorized User Name			
Email Address: orders@ipresearchplus.com	11/24/10			
9. Signature: Jondano Whileford Signature				
Jordana Dreyfuss	Total number of pages including cover 7			
Name of Person Signing	sheet, attachments, and document:			

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT dated as of November 22, 2010 (this "Agreement"), among the Persons listed on the signature pages hereof (each a "Grantor" and collectively, the "Grantors") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Term A Facility Credit Agreement dated as of April 30, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Freedom Communications Holdings, Inc., Freedom Communications, Inc. (the "Borrower"), the Lenders from time to time party thereto and JPMCB, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of April 30, 2010 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Freedom Communications Holdings, Inc., the Borrower, the Subsidiaries from time to time party thereto and JPMCB, as Administrative Agent. The Lenders have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders to continue to extend such credit are conditioned on, among other things, the execution and delivery of this Agreement. The Grantors are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral".

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

FREEDOM COMMUNICATIONS, INC.

By: Name: Nancy S. Trillo

Title: Vice President and Controller

JPMORGAN CHASE BANK, N.A., as

Administrative Agent,

By: //w// / ked/ Name: Charles O. Freedgood/

Title: Managing Director

[Signature Page to Term A Trademark Security Agreement]

Schedule I

U.S. Federal Trademark Applications and Registrations

MARK	OWNER	APP. NO.	REG. NO.
ORANGECOUNTY.COM	Freedom Communications, Inc. dba The Orange County Register	85/069,931	Pending
deal of the day	Freedom Communications, Inc.	85/033,559	Pending

9797552 100610

RECORDED: 11/26/2010