

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:	Bank: 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		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	36413		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$65.00 85069931

Date:

11/29/2010

Total Attachments: 7

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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 B 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 Term B 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. Terms. 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.

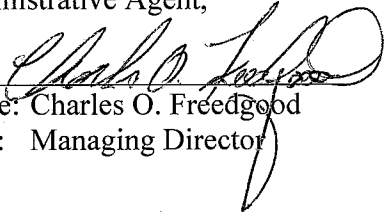
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IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

FREEDOM COMMUNICATIONS, INC.

By: 
Name: Nancy S. Trillo
Title: Vice President and Controller

JPMORGAN CHASE BANK, N.A.,
asAdministrative Agent,

By: 
Name: Charles O. Freedgood
Title: Managing Director

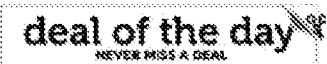
[Signature Page to Term B Trademark Security Agreement]

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TRADEMARK
REEL: 004422 FRAME: 0269

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
	Freedom Communications, Inc.	85/033,559	Pending

9797552
100610