

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																				
NATURE OF CONVEYANCE:	SECURITY INTEREST																				
CONVEYING PARTY DATA																					
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RECEIVING PARTY DATA																					
Name:	LBC Credit Partners II, L.P., as Administrative Agent																				
Street Address:	Cira Centre, 2929 Arch Street, Suite 1550																				
City:	Philadelphia																				
State/Country:	PENNSYLVANIA																				
Postal Code:	19104-7340																				
Entity Type:	LIMITED PARTNERSHIP: DELAWARE																				
PROPERTY NUMBERS Total: 5																					
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CORRESPONDENCE DATA																					
Fax Number:	3128637865																				
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.																					

OP \$140.00 2975092

Phone:	312-201-3865
Email:	sharon.patterson@goldbergkohn.com
Correspondent Name:	Sharon Patterson, Paralegal
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2:	Ste. 3300
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	6030.042
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	06/29/2012

<p>Total Attachments: 5</p> <p>source=freedom tm#page1.tif</p> <p>source=freedom tm#page2.tif</p> <p>source=freedom tm#page3.tif</p> <p>source=freedom tm#page4.tif</p> <p>source=freedom tm#page5.tif</p>
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 27th day of June, 2012, by Halifax Gaston/Shelby, LLC, a Florida limited liability company ("Halifax Gaston"), Halifax Burlington, LLC, a Florida limited liability company ("Halifax Burlington"), Halifax Eastern North Carolina, LLC, a Florida limited liability company ("Halifax Eastern North Carolina"), Halifax Northwest Florida, LLC, a Florida limited liability company ("Halifax Northwest Florida"; Halifax Gaston, Halifax Burlington, Halifax Eastern North Carolina and Halifax Northwest Florida are each a "Grantor" and are collectively the "Grantors"), in favor of LBC Credit Partners II, L.P., as Administrative Agent for certain financial institutions ("Lenders") under the Credit Agreement (as defined below):

WITNESSETH

WHEREAS, certain Grantors, certain of their affiliates, Administrative Agent and Lenders are parties to a certain Credit Agreement dated December 27, 2011 (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantors, the Debtors party thereto, and Administrative Agent (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), each Grantor, along with each Debtor party thereto, has granted to Administrative Agent, for its benefit and the benefit of Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by such Grantor's Trademarks, and all products and proceeds thereof, to secure the payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Governing Law; Other Terms. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York (without regard to principles of conflicts of law or any other rule of law that would result in the application of the law of any jurisdiction other than the State of New York). This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. This Agreement may be executed and delivered by telecopier or other electronic method of transmission with the same force and effect as if it were a manually executed and delivered counterpart.

[Signature page follows]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

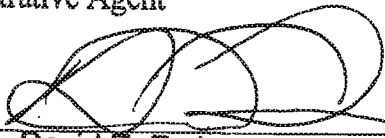
HALIFAX GASTON/SHELBY, LLC
HALIFAX BURLINGTON, LLC
HALIFAX EASTERN NORTH CAROLINA, LLC
HALIFAX NORTHWEST FLORIDA, LLC

Each By: Halifax Media Holdings LLC
Its: Manager

By: Jackson Farrow Jr.
Name: Jackson Farrow Jr
Title: Its Authorized Representative

Agreed and Accepted
As of the Date First Written Above

LBC CREDIT PARTNERS II, L.P.,
as Administrative Agent

By: 
Name: David E. Fraimow
Title: Vice President

SCHEDULE 1**TRADEMARK REGISTRATIONS**

Halifax Northwest Florida, LLC	THE APALACHICOLA TIMES	2,975,092	07/26/2005	U.S. Patent and Trademark Office
Halifax Northwest Florida, LLC	Design (boat)	1,134,118	04/29/1980	U.S. Patent and Trademark Office
Halifax Eastern North Carolina, LLC	TRENT WOODS TIMES	3,389,838	02/26/2008	U.S. Patent and Trademark Office
Halifax Eastern North Carolina, LLC	THE FAIRFIELD HARBOUR BEACON	3,218,845	03/13/2007	U.S. Patent and Trademark Office
Halifax Eastern North Carolina, LLC	RIVER BENDER	3,225,812	04/03/2007	U.S. Patent and Trademark Office