

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM346294

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAY AREA NEWS GROUP EAST BAY, LLC		06/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
CALIFORNIA NEWSPAPERS PARTNERSHIP		06/26/2015	PARTNERSHIP: CALIFORNIA
CONTRA COSTA NEWSPAPERS, LLC		06/26/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
SAN JOSE MERCURY-NEWS, LLC		06/26/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

## RECEIVING PARTY DATA

<b>Name:</b>	WELLS FARGO BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	100 Park Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	76399208	OAKLAND TRIBUNE
Serial Number:	76482810	OAKLAND TRIBUNE
Serial Number:	76482811	SAN MATEO COUNTY TIMES
Serial Number:	76468490	SAN MATEO COUNTY TIMES
Serial Number:	75140593	VALLEY TIMES
Serial Number:	77921735	BAY AREA NEWS GROUP
Serial Number:	77921745	BAY AREA NEWS GROUP
Serial Number:	77921775	BAYAREANEWSGROUP
Serial Number:	85823572	GD GOT DAILYDEALS
Serial Number:	85823486	GOT DAILY DEALS
Serial Number:	85766949	H2H
Serial Number:	85766943	HYBRIDS2HOTRODS
Serial Number:	72289965	INDEPENDENT JOURNAL
Serial Number:	77894146	SOLUTIONIST ADVERTISING

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	75140592	CONTRA COSTA TIMES
Serial Number:	75140595	SAN RAMON VALLEY TIMES
Serial Number:	75140594	WEST COUNTY TIMES
Serial Number:	77472566	MR. ROADSHOW
Serial Number:	76163043	BAYAREA.COM
Serial Number:	76008310	THE BAY AREA'S HOME PAGE
Serial Number:	75758194	TECH TEST DRIVE
Serial Number:	75537204	THE BAY AREA'S BEST
Serial Number:	75159132	GOOD MORNING SILICON VALLEY
Serial Number:	75400033	SILICONVALLEY.COM
Serial Number:	75100539	SAN JOSE MERCURY NEWS
Serial Number:	75052454	MORTGAGE WATCH

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** kansley@stradley.com

**Correspondent Name:** Kareem Ansley

**Address Line 1:** Stradley Ronon

**Address Line 2:** 100 Park Avenue

**Address Line 4:** New York, NEW YORK 10017

<b>ATTORNEY DOCKET NUMBER:</b>	185535-0016
<b>NAME OF SUBMITTER:</b>	Kareem Ansley
<b>SIGNATURE:</b>	/Kareem Ansley/
<b>DATE SIGNED:</b>	06/30/2015

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26 day of June, 2015, by and among the Grantors listed on the signature page hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), in its capacity as agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement dated as of December 30, 2013 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among the lenders identified on the signature pages thereto (each of such lenders, together with its successors and assigns, is referred to hereinafter as a "Lender," as that term is hereinafter further defined), Agent, as administrative agent for each member of the Lender Group and the Bank Product Providers, MediaNews Group, Inc., a Delaware corporation ("MediaNews" or "Parent"), and each Subsidiary of Parent identified on the signature pages thereto or which becomes a party to the Credit Agreement as a Borrower by executing and delivering to Agent a joinder agreement in form and substance satisfactory to Agent (such Subsidiaries, together with the Parent, are referred to hereinafter each individually as a "Borrower" and individually and collectively, jointly and severally, as the "Borrowers"), the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of December 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of such Grantor's Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark exclusively licensed under any Intellectual Property License, including the right to receive damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto, and Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

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

**GRANTORS:**

BAY AREA NEWS GROUP EAST BAY, LLC  
CALIFORNIA NEWSPAPERS PARTNERSHIP  
CONTRA COSTA NEWSPAPERS, LLC  
SAN JOSE MERCURY-NEWS, LLC

By:   
Name: Michael Koren  
Title: Chief Financial Officer

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL  
ASSOCIATION, a national banking  
association

By: Thomas G. Gabosky  
Name: *Thomas Gabosky*  
Title: Authorized Signatory

**SCHEDULE I**  
**To**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>BAY AREA NEWS GROUP EAST BAY, LLC</b>				
Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Status/Status Date	Owner
OAKLAND TRIBUNE®	76399208 April 23, 2002	2752172 August 19, 2003	Renewed December 26, 2013	Bay Area News Group East Bay, LLC
OAKLAND TRIBUNE®	76482810 January 16, 2003	2885716 September 21, 2004	Renewed September 19, 2014	Bay Area News Group East Bay, LLC
SAN MATEO COUNTY TIMES®	76482811 January 16, 2003	2888336 September 28, 2004	Renewed September 19, 2014	Bay Area News Group East Bay, LLC
SAN MATEO COUNTY TIMES®	76468490 November 20, 2002	2764016 September 16, 2003	Renewed August 30, 2013	Bay Area News Group East Bay, LLC
VALLEY TIMES®	75140593 July 26, 1996	2278633 September 21, 1999	Renewed September 26, 2009	Bay Area News Group East Bay, LLC
<b>CALIFORNIA NEWSPAPER PARTNERSHIP</b>				
Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Status/Status Date	Owner
BAY AREA NEWS GROUP®	77921735 January 27, 2010	4100597 February 21, 2012	Registered February 21, 2012	California Newspapers Partnership
BAY AREA NEWS GROUP®	77921745 January 2, 2010	3946737 April 19, 2011	Registered February 1, 2011	California Newspapers Partnership
 Bay Area News Group®	77921775 January 27, 2010	3828326 August 3, 2010	Registered August 3, 2010	California Newspapers Partnership
 G Daily Deals®	85823572 January 15, 2013	4361564 July 2, 2013	Registered July 2, 2013	California Newspapers Partnership
GOT DAILYDEALS®	85823486 January 15, 2013	4361563 July 2, 2013	Registered July 2, 2013	California Newspapers Partnership
H2H®	85766949 October 30, 2012	4354011 June 18, 2013	Registered June 18, 2013	California Newspapers Partnership
HYBRIDS2HOTRODS®	85766943 October 30, 2012	4354008 June 18, 2013	Registered June 18, 2013	California Newspapers Partnership
INDEPENDENT JOURNAL®	72289965 January 31, 1968	876556 September 9, 1969	Renewed August 4, 2009	California Newspapers Partnership
SOLUTIONIST ADVERTISING®	77894146 December 15, 2009	3824720 July 27, 2010	Registered July 27, 2010	California Newspapers Partnership
<b>CONTRA COSTA NEWSPAPERS, LLC</b>				



<b>Trademark</b>	<b>Ser./App. No. Filing Date</b>	<b>Regn. No./ Regn. Date</b>	<b>Status/Status Date</b>	<b>Owner</b>
CONTRA COSTA TIMES®	75140592 July 26, 1996	2106741 October 21, 1997	Renewed October 31, 2007	Contra Costa Newspapers, LLC
SAN RAMON VALLEY TIMES®	75140595 July 26, 1996	2071852 June 17, 1997	Renewed October 31, 2007	Contra Costa Newspapers, LLC
WEST COUNTY TIMES®	75140594 July 26, 1996	2071851 June 17, 1997	Renewed October 31, 2007	Contra Costa Newspapers, LLC
<b>SAN JOSE MERCURY-NEWS, LLC</b>				
<b>Trademark</b>	<b>Ser./App. No. Filing Date</b>	<b>Regn. No./ Regn. Date</b>	<b>Status/Status Date</b>	<b>Owner</b>
MR. ROADSHOW®	77472566 May 12, 2008	371068 November 10, 2009	Registered November 10, 2009	San Jose Mercury- News, LLC
BAYAREA.COM®	76163043 November 9, 2000	2937045 March 29, 2005	Section 8 Declaration Accepted March 21, 2011	San Jose Mercury- News, LLC
THE BAY AREA'S HOME PAGE®	76008310 March 22, 2000	2593167 July 9, 2002	Renewed May 4, 2012	San Jose Mercury- News, LLC
TECH TEST DRIVE®	75758194 July 21, 1999	2410280 December 5, 2000	Renewed March 2, 2011	San Jose Mercury- News, LLC
THE BAY AREA'S BEST®	75537204 August 14, 1998	2367587 July 18, 2000	Renewed November 15, 2009	San Jose Mercury- News, LLC
GOOD MORNING SILICON VALLEY®	75159132 September 3, 1996	2148738 April 7, 1998	Renewed May 18, 2007	San Jose Mercury- News, LLC
SILICONVALLEY.COM®	75400033 December 4, 1997	2267881 August 3, 1999	Renewed November 26, 2008	San Jose Mercury- News, LLC
SAN JOSE MERCURY NEWS®	75100539 May 8, 1996	2047807 March 25, 1997	Renewed October 18, 2007	San Jose Mercury- News, LLC
MORTGAGE WATCH®	75052454 February 2, 1996	2068018 June 3, 1997	Renewed July 10, 2007	San Jose Mercury- News, LLC