

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM401559

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Daily News, L.P.		09/19/2016	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Mortimer B. Zuckerman 1983 Family Trust u/a/d December 21, 1983		
<b>Street Address:</b>	c/o Greenberg Traurig, 200 Park Avenue, 38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Trust: MASSACHUSETTS		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>• Eric Gertler, UNITED STATES, INDIVIDUAL</li> <li>• James Gertler, UNITED STATES, INDIVIDUAL</li> </ul>		
<b>Name:</b>	The MBZ 1996 Trust u/a/d January 1, 1996 (GST Exempt)		
<b>Street Address:</b>	c/o Greenberg Traurig, 200 Park Avenue, 38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Trust: NEW YORK		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>• Eric Gertler, UNITED STATES, INDIVIDUAL</li> <li>• James Gertler, UNITED STATES, INDIVIDUAL</li> </ul>		
<b>Name:</b>	The MBZ 1996 Trust u/a/d January 1, 1996 (GST Non-Exempt)		
<b>Street Address:</b>	c/o Greenberg Traurig, 200 Park Avenue, 38th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10166		
<b>Entity Type:</b>	Trust: NEW YORK		
<b>Composed Of:</b>	<ul style="list-style-type: none"> <li>• Eric Gertler, UNITED STATES, INDIVIDUAL</li> <li>• James Gertler, UNITED STATES, INDIVIDUAL</li> </ul>		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4456709	DAILY NEWS AMERICA	
<b>TRADEMARK</b>			

Property Type	Number	Word Mark
Registration Number:	4496316	DAILY NEWS AMERICA
Registration Number:	3096193	HORA HISPANA
Registration Number:	4241717	
Registration Number:	3563034	NYDAILYNEWS.COM
Registration Number:	3849082	YOUR NEW YORK
Registration Number:	3849078	YOUR NEW YORK
Registration Number:	4093176	NEW YORK'S HOMETOWN NEWSPAPER
Registration Number:	3447467	

**CORRESPONDENCE DATA**

Fax Number: 2128055571

*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.*

Phone: 2128012256

Email: schlossd@gtlaw.com

Correspondent Name: Daniel I. Schloss

Address Line 1: 200 Park Avenue, 38th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	027088.010000
NAME OF SUBMITTER:	Daniel I. Schloss
SIGNATURE:	/Daniel I. Schloss/
DATE SIGNED:	10/11/2016

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Daily News, L.P., a Delaware limited partnership (the "**Grantor**") owns, the Trademark Collateral (as defined below);

WHEREAS, pursuant to (i) a Security Agreement dated as of September 19, 2016 (as amended and/or supplemented from time to time, the "**Security Agreement**") by and among the Grantor, and The Mortimer B. Zuckerman 1983 Family Trust u/a/d December 21, 1983, Eric Gertler and James Gertler, Trustees, as secured party (the "**Note A Secured Party**"), The MBZ 1996 Trust u/a/d January 1, 1996 (GST Exempt), as amended, Eric Gertler and James Gertler, Trustees, as secured party (the "**Note B Secured Party**") and The MBZ 1996 Trust u/a/d January 1, 1996 (GST Non-Exempt), as amended, Eric Gertler and James Gertler, Trustees, as secured party (the "**Note C Secured Party**") (the Note A Secured Party, the Note B Secured Party and the Note C Secured Party, together with their successors in such capacity, collectively, the "**Grantees**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the "**Secured Obligations**") by granting to the Grantee a continuing security interest in all of the Grantor's personal property, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under 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 acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Trademark

License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Grantor irrevocably constitutes and appoints the Grantees and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in such Grantee's name, from time to time, in the Grantee's discretion, so long as any Trigger Event (as defined in the Security Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement, and except to the extent any Trademarks are allowed to lapse by Grantor due to non-use in Grantor's normal business operations, the Grantor agrees not to sell, exchange, assign or otherwise transfer or dispose of, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Security Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

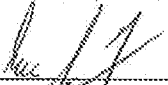
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 19 day of September, 2016.

DAILY NEWS, L.P.

By: Neil Maheshwari  
Name: Neil Maheshwari  
Title: Chief Financial Officer


Acknowledged:

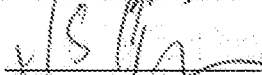
THE MORTIMER B.  
ZUCKERMAN 1983  
FAMILY TRUST U/A/D  
DECEMBER 21, 1983, ERIC  
GERTLER AND JAMES  
GERTLER, TRUSTEES,  
as Note A Secured Party

By:   
Eric Gertler, Trustee


By:   
James Gertler, Trustee

THE MBZ 1996 TRUST U/A/D  
JANUARY 1, 1996 (GST EXEMPT),  
AS AMENDED, ERIC GERTLER  
AND JAMES GERTLER,  
TRUSTEES,  
as Note B Secured Party

By:   
Eric Gertler, Trustee

By:   
James Gertler, Trustee

THE MBZ 1996 TRUST U/A/D  
JANUARY 1, 1996 (GST NON-  
EXEMPT), AS AMENDED, ERIC  
GERTLER AND JAMES GERTLER,  
TRUSTEES,  
as Note C Secured Party

By:   
Eric Gertler, Trustee

By:   
James Gertler, Trustee

NY 245513133v4

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TRADEMARK  
REEL: 005898 FRAME: 0434

## Trademark Collateral

Name	Registration Number	Registration Date	Attorney of Record	Jurisdiction of Registration
DAILY NEWS AMERICA (words)	4456709	December 24, 2013	Mark Lerner	United States
DAILY NEWS AMERICA (logo - WEB)	4496316	March 11, 2014 (will not be renewed on expiration)	Mark Lerner	United States
Hora Hispana	3096193	May 23, 2006 (will not be renewed on expiration)	Monica Riva Talley	United States
DN Camera Logo (MOBILE)	4241717	November 13, 2012	Mark Lerner	United States
DN Camera Logo	3447467	June 17, 2008	David M. Kelly	United States
NYDailyNews.com	3563034	January 20, 2009	David M. Kelly	United States
Your New York (logo)	3849082	September 14, 2010 (will not be renewed on expiration)	Mark Lerner	United States
Your New York (words)	3849078	September 14, 2010 (will not be renewed on expiration)	Mark Lerner	United States
New York's Hometown Newspaper	4093176	January 31, 2012	Mark Lerner	United States

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