

01-24-2003



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 1-22-03
 Hollinger International Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
 Name: Wachovia Bank, N.A.
 Internal
 Address: One Wachovia Center
 Street Address: 301 South College Street
 City: Charlotte State: NC Zip: 28288

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: _____
 Other National Association

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 23, 2002

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached: Yes No

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/632,168 75/174,624

Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Intellectual Property Docketing
 Internal Address: SHEARMAN & STERLING

 Street Address: 599 Lexington Avenue

 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41)..... \$ 465.00
 Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Warren L. Nachlis [Signature] January 15, 2003
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 15

Main documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

01/23/2003 TDIAZ1 00000201 75632168

01 FC:0521 40.00 OP
 02 FC:0522 425.00 OP

NYDOCS04/364447.1

TRADEMARK
 REEL: 002656 FRAME: 0930

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 1:

2. Name of conveying party(ies):

Digital Chicago Inc.

- Individual(s) Association
 General Partnership Limited Partnership

3. Name of conveying party(ies):

Chicago Sun-Times, Inc.

- Individual(s) Association
 General Partnership Limited Partnership

4. Name of conveying party(ies):

Midwest Suburban Publishing, Inc.

- Individual(s) Association
 General Partnership Limited Partnership

5. Name of conveying party(ies):

Pioneer Newspapers Inc.

- Individual(s) Association
 General Partnership Limited Partnership

6. Name of conveying party(ies):

Chicago Sun-Times Features, Inc.

- Individual(s) Association
 General Partnership Limited Partnership

7. Name of conveying party(ies):

Toronto Dominion (Texas), Inc.

- Individual(s) Association
 General Partnership Limited Partnership

Continuation of Box 4:

Registration Numbers

| | | | | | |
|-----------|-----------|-----------|-----------|---------|---------|
| 831,085 | 2,271,219 | 979,443 | 2,284,093 | 261,511 | 261,513 |
| 1,521,762 | 2,149,847 | 2,200,687 | 2,261,700 | 261,512 | 261,333 |
| 2,398,173 | 966,535 | 1,789,918 | 1,311,035 | | |

NO ADDITIONAL PAGES

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") dated December 23, 2002 is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Wachovia Bank, N.A. as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Hollinger International Publishing Inc., a Delaware corporation, and certain of its affiliates entered into a Fifth Amended and Restated Credit Agreement, dated as of December 23, 2002, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the Administrative Agent, Wachovia Securities, Inc., as sole lead arranger and book runner, Toronto Dominion (Texas), Inc., as Syndication Agent and General Electric Capital Corporation, as Documentation and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the extensions of credit by the Administrative Agent, the other Lenders and the other Secured Parties under the Credit Agreement from time to time, each Grantor has executed and delivered that certain Company Security Agreement dated December 23, 2002 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"):

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

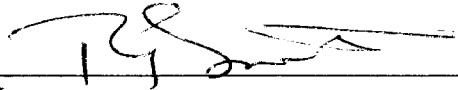
(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

SECTION 6. Assignment of Security. Toronto Dominion (Texas), Inc., as administrative agent under the Existing Credit Agreement (as defined in the Security Agreement), hereby transfers and assigns to the Administrative Agent for the benefit of itself and the other Lenders and Secured Parties all of its security interests and other rights in and to the Collateral.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HOLLINGER INTERNATIONAL INC.

By 

Name:

Title:

Address for Notices:

DIGITAL CHICAGO INC.

By 

Name:

Title:

Address for Notices:

CHICAGO SUN-TIMES, INC.


By 

Name:

Title:

Address for Notices:

MIDWEST SUBURBAN PUBLISHING,
INC.

By 
Name:
Title:

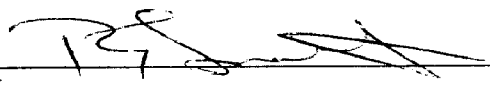
Address for Notices:

PIONEER NEWSPAPERS INC.

By 
Name:
Title:


Address for Notices:

CHICAGO SUN-TIMES FEATURES, INC.

By 
Name:
Title:

Address for Notices:

TORONTO DOMINION (TEXAS), INC.

By 
Name: _____
Title: **NEVA NESBITT**
VICE PRESIDENT

Address for Notices:

909 FANNIN ST., STE 1700
HOUSTON TEXAS 77010
FAX # 951 9921 (713)

SCHEDULE A

PATENTS

None.

SCHEDULE B**TRADEMARKS**

| TRADEMARK NAME | REGISTRATION NUMBER | TYPE | EXPIRATION DATE | ENTITY OWNER |
|-------------------------|----------------------------|-------------|------------------------|-----------------------------------|
| To Your Good Health | 831,085 | US | 2007 | Chicago Sun-Times, Inc. |
| All That Zazz | 1,521,762 | US | 2009 | Chicago Sun-Times, Inc. |
| Between the Lines | 80,597 | IL | 2007 | Chicago Sun-Times, Inc. |
| Chicago Daily News | 084817 | IL | 2005 | Chicago Sun-Times, Inc. |
| Chicago Sun-Times | 1442078 | IL | 2007 | Chicago Sun-Times, Inc. |
| Digital Chicago | 2,398,173 | US | 2020 | Digital Chicago Inc. |
| Digital Chicago | 084855 | IL | 2005 | Digital Chicago Inc. |
| Elite | 085171 | IL | 2005 | Midwest Suburban Publishing, Inc. |
| H Logo | 75/174,624 | US | 2006 | Hollinger Intl. |
| Hollinger Digital | 2,271,219 | US | 2009 | Hollinger Intl. |
| Hollinger International | 2149847 | US | 2006 | Hollinger Intl. |
| Hollinger International | 2107696 | UK & IRL | 2006 | Hollinger Intl. |
| Quick Takes | 084603 | IL | 2005 | Chicago Sun-Times, Inc. |
| Red Streak | pending | IL | | Chicago Sun-Times, Inc. |
| Sun-Times | 966535 | US | 2003 | Chicago Sun-Times, Inc. |
| T.V. Prevue | 979443 | US | 2004 | Chicago Sun-Times, Inc. |
| The Smart Shopper | 048969 | IL | 2005 | Chicago Sun-Times, Inc. |
| Between the lines | 2,200,687 | US | | Chicago Sun-Times, Inc. |
| Zipnet | 1,789,918 | US | | Chicago Sun-Times, Inc. |
| City Scene | 79,687 | IL | | Chicago Sun-Times, Inc. |
| Beat the Champions | 50,512 | IL | | Chicago Sun-Times, Inc. |

| | | | |
|---|----------------|----|------------------------------|
| Hollinger Digital | 2,107,801 | UK | Hollinger International Inc. |
| Hollinger | TMA 564,852 | CA | Chicago Sun-Times, Inc. |
| Digital New York | 75/632,168 | US | Digital Chicago, Inc. |
| Antioch Review | 2,284,093 | US | Pioneer Newspapers Inc. |
| Senior Class | 2,261,700 | US | Pioneer Newspapers Inc. |
| North Shore and design | 1,311,035 | US | Pioneer Newspapers Inc. |
| The Evanston Review stylized letters | 261,511 | US | Pioneer Newspapers Inc. |
| Wilmette Life stylized letters | 261,512 | US | Pioneer Newspapers Inc. |
| Winnetka Talk | 261,513 | US | Pioneer Newspapers Inc. |
| Glencoe News | 261,333 | US | Pioneer Newspapers Inc. |

SCHEDULE C**COPYRIGHTS**

| Name | Reg. No. | Reg. Date | Owner |
|--|-----------------|--------------------|--|
| Ask pling anything | VA628098 | September 13, 1993 | Chicago Sun-Times Features, Inc. |
| Ask pling anything | VA628097 | September 14, 1993 | Chicago Sun-Times Features, Inc. |
| Ask pling anything | VA628096 | September 14, 1993 | Chicago Sun-Times Features, Inc. |
| Ask Pling Anything | VA628095 | September 14, 1993 | Chicago Sun-Times Features, Inc. |
| Chicago Sun-Times Metro Chicago Almanac: fascinating facts and offbeat offerings about the Windy City/ Don Hayner and Tom McNamee | TX3653506 | July 14, 1993 | Chicago Sun-Times Features, Inc. |
| Chicago Sun-Times Metro Chicago Almanac: fascinating facts and offbeat offerings about the Windy City/ Don Hayner and Tom McNamee | TX3230719 | January 21, 1992 | Chicago Sun-Times Inc. and Bonus Books, Inc. |
| Chicago Sun-Times | | | Chicago Sun-Times, Inc. (assigned from Newscorp Services, B.V.) |
| CAWTS-CAWT table construction utility | TX1117677 | April 18, 1983 | Chicago Sun-Times, Inc. (assigned from Newscorp Services, B.V.) |