

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<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>
Wilkes-Barre Publishing Holdings, Inc.		07/28/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Specialty Lending Group, L.P.		
<b>Street Address:</b>	600 E. Las Colinas Blvd.		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	LIMITED PARTNERSHIP:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2593172	NORTHEASTERN PENNSYLVANIA'S HOME PAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)758-1550		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2147581500		
<b>Email:</b>	estafford@pattonboggs.com		
<b>Correspondent Name:</b>	Darren W. Collins		
<b>Address Line 1:</b>	2001 Ross Avenue; Suite 3000		
<b>Address Line 2:</b>	Patton Boggs LLP		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	023714.0100		
<b>NAME OF SUBMITTER:</b>	Darren W. Collins		
<b>Signature:</b>	/Darren W. Collins/		

OP \$40.00 2593172

Date:

08/04/2006

**Total Attachments: 9**

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## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Intellectual Property Security Agreement (this "**IP Security Agreement**") is made and effective as of July 28, 2006, by WILKES-BARRE PUBLISHING HOLDINGS, INC., a Delaware corporation ("**Holdings**"), and certain subsidiaries of Holdings ("**Subsidiaries**"), and together with Holdings, and including any of their respective successors or permitted assignees, each a "**Grantor**" and collectively the "**Grantors**", in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Agent (in such capacity, "**Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

### **RECITALS**

**WHEREAS**, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, Agent and the lenders party thereto from time to time (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend certain amounts (the "**Loan**"); and

**WHEREAS**, it is a condition precedent to the obligation of Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to Agent, for the ratable benefit of the Lenders;

**NOW, THEREFORE**, in consideration of the willingness of Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure prompt and complete payment of the Loans and the performance and observance of all of Obligations under the Credit Documents, each Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement that is defined in the Credit Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "**IP Collateral**"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on **Schedule A** attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on **Schedule B** attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Agent, for the ratable benefit of the Lenders, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.


(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

*[Remainder of Page Intentionally Blank; Signature Page Follows]*


**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

**GRANTORS:**

**WILKES-BARRE PUBLISHING COMPANY,  
INC.**

By:   
Name: David W. Knickel  
Title: Vice President, Chief Financial  
Officer, and Assistant Secretary

**WILKES-BARRE PUBLISHING HOLDINGS,  
INC.**

By:   
Name: David W. Knickel  
Title: Vice President, Chief Financial  
Officer, and Assistant Secretary

**TIMES LEADER COMMUNITY  
NEWSPAPER GROUP, LLC**

By: \_\_\_\_\_  
Name: Richard Connor  
Title: Chief Executive Officer

**WILKES-BARRE TIMES LEADER LLC**

By: \_\_\_\_\_  
Name: Richard Connor  
Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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By:   
Name: Richard Connor  
Title: Chief Executive Officer

**WILKES-BARRE TIMES LEADER LLC**

By:   
Name: Richard Connor  
Title: Chief Executive Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

Registered Copyrights: None

Pending Copyright Applications: None



**SCHEDULE B**

**PATENT COLLATERAL**

Registered Patents: None

Pending Patent Applications: None

**SCHEDULE C**

**TRADEMARK COLLATERAL**

**Registered Trademarks:**

NORTHEASTERN PENNSYLVANIA'S HOME PAGE

Reg. No. 2,593,172

U.S. Patent and Trademark Office Supplemental Register

Owner: Knight Ridder Digital

**Pending Trademark Applications: None**

**SCHEDULE D**

**DOMAIN NAMES**

<b><u>Domain Name</u></b>	<b><u>Record Owner</u></b>
timesleader.com	Knight Ridder Digital
thetimesleader.com	Knight Ridder Digital
wilkesbarrescranton.com	Knight Ridder Digital
leader.net	Knight Ridder Digital
scrantonwilkesbarre.com	Knight Ridder Digital
wilkes-barre.com	Knight Ridder Digital
timesleader.biz	KnightRidder.com
wilkesbarrescranton.info	KnightRidder.com
mywilkes-barre.com	Knight Ridder Digital
realwilkes-barre.com	Knight Ridder Digital
wilkes-barretimesleader.com	Knight Ridder Digital
wilkesbarretimesleader.com	Knight Ridder Digital
nepasportsweekly.com	Knight Ridder Digital