

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Freedom Communications, Inc.		07/31/2008	CORPORATION: DELAWARE
Freedom Arizona Information, Inc.		07/31/2008	CORPORATION: CALIFORNIA
Freedom Colorado Information, Inc.		07/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	270 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	Association:		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78513008	MYOC	
<b>Registration Number:</b>	2993460	NORTHWEST VALLEY NEWSPAPERS	
<b>Registration Number:</b>	3301672	SPRINGS SAVINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3016380511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	Attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	33525		

OP \$90.00 78513008

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/01/2008
Total Attachments: 8 source=6701-334#page1.tif source=6701-334#page2.tif source=6701-334#page3.tif source=6701-334#page4.tif source=6701-334#page5.tif source=6701-334#page6.tif source=6701-334#page7.tif source=6701-334#page8.tif	

TRADEMARK SECURITY AGREEMENT, dated as of July 31, 2008, among FREEDOM COMMUNICATIONS HOLDINGS, INC., a Delaware corporation ("Holdings"), FREEDOM COMMUNICATIONS, INC., a Delaware corporation (the "Borrower"), the subsidiaries of the Borrower listed on Schedule I hereto and JPMORGAN CHASE BANK, N.A. (f/k/a JPMorgan Chase Bank), as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of May 18, 2004 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Holdings, the Borrower, the Lenders party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of May 18, 2004 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

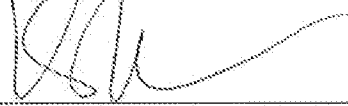
(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FREEDOM COMMUNICATIONS HOLDINGS, INC.

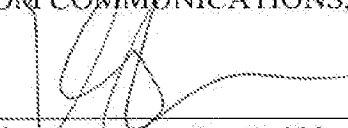
by



Name: Nancy S. Trillo  
Title: Vice President, Enterprise Finance, Controller & Treasurer

FREEDOM COMMUNICATIONS, INC.,

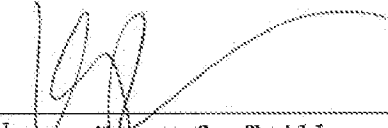
by



Name: Nancy S. Trillo  
Title: Vice President, Enterprise Finance, Controller & Treasurer

FREEDOM ARIZONA INFORMATION, INC.,

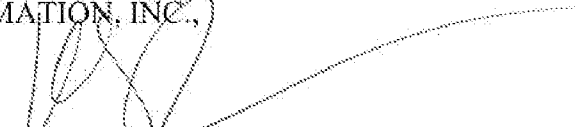
by



Name: Nancy S. Trillo  
Title: Vice President & Controller

FREEDOM COLORADO INFORMATION, INC.,

by



Name: Nancy S. Trillo  
Title: Vice President & Controller

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

by

Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

FREEDOM COMMUNICATIONS HOLDINGS, INC.

by

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Name:  
Title:

FREEDOM COMMUNICATIONS, INC.,

by

\_\_\_\_\_  
Name:  
Title:

FREEDOM ARIZONA INFORMATION, INC.,

by

\_\_\_\_\_  
Name:  
Title:

FREEDOM COLORADO INFORMATION, INC.,

by

\_\_\_\_\_  
Name:  
Title:

JPMORGAN CHASE BANK, N.A., as Collateral Agent.

by

\_\_\_\_\_  
Name:   
Title:

**TINA L. RUYTER  
VICE PRESIDENT**

[[2424482v1]]

Schedule I

Subsidiary Parties

Freedom Arizona Information, Inc.  
Freedom Colorado Information, Inc.

Schedule II

Trademarks

<u>Mark</u>	<u>Owner</u>	<u>Application #</u>	<u>Registration #</u>
MYOC	Freedom Communications, Inc.	78/513,008	Pending
NORTHWEST VALLEY NEWSPAPERS	Freedom Arizona Information, Inc.	78/302,752	2,993,460
SPRINGSSAVINGS	Freedom Colorado Information, Inc.	78/505,459	3,301,672