

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NEWSDAY LLC		07/29/2008	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	901 Main Street
<b>Internal Address:</b>	Attention: MAC Legal
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75202
<b>Entity Type:</b>	NATIONAL ASSOCIATION:

**PROPERTY NUMBERS Total: 31**

Property Type	Number	Word Mark
Registration Number:	2881759	AM NEW YORK
Registration Number:	2886741	AM NEW YORK
Registration Number:	3013303	DISTINCTION
Registration Number:	2478428	FUTURE CORPS
Registration Number:	2476323	FUTURE CORPS
Registration Number:	2588664	HI-FIVE
Registration Number:	2167830	HUNTINGTON PENNYSAVER
Registration Number:	2919832	IT HAPPENED IN NEW YORK
Registration Number:	2856895	IT HAPPENED ON LONG ISLAND
Registration Number:	1150367	KIDSDAY
Registration Number:	2113150	LI LIFE
Registration Number:	2291655	LIHISTORY.COM
Registration Number:	2526159	LIPARENT.COM

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Registration Number:	2667358	LONG ISLAND BUSINESS ALMANAC
Registration Number:	2591644	LONG ISLAND MINUTE BY MINUTE
Registration Number:	2250177	LONG ISLAND: OUR STORY
Registration Number:	2370733	LONG ISLAND OUR STORY
Registration Number:	1927027	MARKETEER
Registration Number:	1589908	NEW YORK NEWSDAY
Registration Number:	2047787	NEWSDAY
Registration Number:	0390263	NEWSDAY
Registration Number:	2101017	NEWSDAY.COM
Registration Number:	2018414	NEWSDAY'S COLLEGE CHOICE
Registration Number:	2663257	NEWSDAY'S MARKETEER
Registration Number:	2333979	THE COMPLETE CLASSIFIEDS
Registration Number:	2363386	THE COMPLETE CLASSIFIEDS
Registration Number:	2345070	THIS MONTH ON LONG ISLAND
Registration Number:	2199902	THIS WEEK
Registration Number:	2212898	THIS WEEK PUBLICATIONS
Registration Number:	1987803	YANKEE TRADER
Registration Number:	2099752	YANKEE TRADER

**CORRESPONDENCE DATA**

Fax Number: (646)848-4455  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-848-4455  
Email: JLIK@SHEARMAN.COM  
Correspondent Name: GLORIA JUNG  
Address Line 1: 599 LEXINGTON AVENUE  
Address Line 2: SHEARMAN & STERLING LLP  
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	3232/614
NAME OF SUBMITTER:	GLORIA JUNG
Signature:	/GLORIA JUNG/
Date:	09/22/2008

Total Attachments: 9  
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**EXECUTION COPY**

**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 July 29, 2008, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of Bank of America, N.A., as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Newsday LLC, a Delaware limited liability company and CSC Holdings, Inc., a Delaware corporation, have entered into a Credit Agreement dated as of July 29, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with Bank of America, N.A., as Administrative Agent and Collateral Agent, 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 making of the Loan by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated July 29, 2008 made by the Grantors to the Collateral 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 Collateral 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 to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office.

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 Collateral 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"):

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

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, or result in the cancellation, of such intent-to-use trademark applications under applicable law), together with the goodwill symbolized thereby (the "Trademarks");

all copyrights, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and material exclusive copyright licenses granted to such Grantor as set forth in Schedule C hereto, and all renewals and extensions thereof (the "Copyrights");

(d) all rights in Copyrights provided by international treaties or conventions, if any, and all rights corresponding thereto throughout the world;

(e) any and all claims for damages and injunctive relief for past, present and future infringement or other violation with respect to any Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover proceeds arising from such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all Copyrights.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

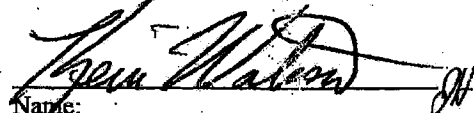
SECTION 6. Termination. This IP Security Agreement shall terminate concurrently with the termination of the Security Agreement in accordance with the terms thereof.

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.

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.

NEWSDAY LLC

By   
Name: \_\_\_\_\_  
Title: SVP, Treasurer + Asst. Secretary

Address for Notices:

Newsday LLC  
c/o CSC Holdings, Inc.  
1111 Stewart Avenue  
Bethpage, New York 11714

[Signature Page to IP Security Agreement]

**SCHEDULE A****PATENTS**

<b>Patent</b>	<b>Jurisdiction</b>	<b>Class</b>	<b>Registration No. Registration Date</b>	<b>Status</b>
Rotary Cutting Apparatus and Method for Cutting newspaper of the Like	United States	N/A	5,419,582 5/30/1995	Registered
Rotary Cutting Apparatus	United States	N/A	5,309,804 5/10/1994	Registered

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**SCHEDULE B**

**INTELLECTUAL PROPERTY**

**REGISTERED TRADEMARKS**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Class</b>	<b>Registration No. Registration Date</b>	<b>Status</b>
AM NEW YORK	United States	Class 16	2881759 9/7/2004	Registered
AM NEW YORK & DESIGN	United States	Class 16	2886741 9/21/2004	Registered
DISTINCTION	United States	Class 16	3013303 11/8/2005	Registered
FUTURE CORP'S	United States	Class 42	2478428 8/14/2001	Registered
FUTURE CORPS & Design	United States	Class 42	2476323 8/7/2001	Registered
HI-FIVE	United States	Class 16	2588664 7/2/2002	Registered
HUNTINGTON PENNSAVER	United States	Class 35	2167830 6/23/1998	Registered
IN THE SUBWAYS	New York	Class 16	R-30049 12/30/2002	Registered
IT HAPPENED IN NEW YORK	United States	Class 16, 41	2919832 1/18/2005	Registered
IT HAPPENED ON LONG ISLAND	United States	Class 16, 41	2856895 6/22/2004	Registered
IT'S WHERE YOU LIVE	New York	Class 35	S-16583 5/24/1999	Registered
KIDSDAY	United States	Class 16	1150367 4/7/1981	Registered
LI LIFE	United States	Class 16	2113150 11/11/1997	Registered- Supplemental
LIHISTORY.COM	United States	Class 42	2291655 11/9/1999	Registered- Supplemental
LIPARENT.COM	United States	Class 42	2526159 1/1/2002	Registered
LONG ISLAND BUSINESS ALMANAC	United States	Class 16	2667358 12/24/2002	Registered- Supplemental
LONG ISLAND MINUTE BY MINUTE	United States	Class 42	2591644 7/9/2002	Registered
LONG ISLAND: OUR STORY	United States	Class 16	2250177 6/1/1999	Registered
LONG ISLAND: OUR STORY & DESIGN	United States	Class 16	2370733 7/25/2000	Registered

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Mark	Jurisdiction	Class	Registration No. Registration Date	Status
MARKETEER (Stylized)	United States	Class 16	1927027 10/17/1995	Registered
NEWPORT MEDIA	New York	Class 35	S-16671 7/19/1999	Registered
NEW YORK NEWSDAY	United States	Class 16	1589908 4/3/1990	Registered
NEWSDAY	United States	Class 16	2047787 3/25/1997	Registered
NEWSDAY	Canada	Class 16	247,994 7/11/1980	Registered
NEWSDAY (Stylized)	United States	Class 38	390263 9/16/1941	Registered
NEWSDAY.COM	United States	Class 42	2101017 9/30/1997	Registered
NEWSDAY'S COLLEGE CHOICE	United States	Class 16	2018414 11/19/1996	Registered
NEWSDAY'S MARKETEER	United States	Class 16	2663257 12/17/2002	Registered
SHOPPER'S GUIDE	New York	Class 16	R-29351 12/24/1999	Registered
THE COMPLETE CLASSIFIEDS	United States	Class 16	2333979 3/21/2000	Registered- Supplemental
THE COMPLETE CLASSIFIEDS	United States	Class 35	2363386 6/27/2000	Registered- Supplemental
THIS MONTH ON LONG ISLAND & DESIGN	United States	Class 16	2345070 4/25/2000	Registered
THIS WEEK	United States	Class 16	2199902 10/27/1998	Registered
THIS WEEK PUBLICATIONS	United States	Class 16	2212898 12/22/1998	Registered
YANKEE TRADER	United States	Class 16	1987803 7/23/1996	Registered
YANKEE TRADER	United States	Class 35	2099752 9/23/1977	Registered

SCHEDULE C

**REGISTERED COPYRIGHTS**

Title	Jurisdiction	Registration No.	Registration Date	Publication Date
This Month on Long Island: the out-of-towner's guide. 1986	United States	TX 1-948-966	17 Nov 86	PUB 22 Oct 86
		TX 1-959-440	21 Nov 86	PUB 17 Nov 86
		TX 1-970-912	15 Dec 86	PUB 10 Dec 86
This Month on Long Island: the out-of-towner's guide. 1987	United States	TX 1-989-634	13 Jan 87	PUB 8 Jan 87
		TX 2-013-179	18 Feb 87	PUB 5 Feb 87
		TX 2-027-859	24 Mar 87	PUB 1 Mar 87
		TX 2-047-242	17 Apr 87	PUB 1 Apr 87
		TX 2-092-540	25 Jun 87	PUB 1 May 87
		TX 2-084-282	19 Jun 87	PUB 5 Jun 87
		TX 2-127-158	12 Aug 87	PUB 1 Jul 87
		TX 2-162-096	11 Aug 87	PUB 1 Aug 87
		TX 2-145-967	17 Sep 87	PUB 1 Sep 87
		TX 2-188-187	15 Oct 87	PUB 1 Oct 87
		TX 2-196-121	17 Nov 87	PUB 1 Nov 87
TX 2-201-848	7 Dec 87	PUB 1 Dec 87		
This Month on Long Island: the out-of-towner's guide. 1988	United States	TX 2-226-658	4 Jan 88	PUB 1 Jan 88
		TX 2-262-375	23 Feb 88	PUB 1 Feb 88
		TX 2-287-733	25 Mar 88	PUB 1 Mar 88
		TX 2-292-312	21 Apr 88	PUB 1 Apr 88
		TX 2-300-777	10 May 88	PUB 1 May 88
		TX 2-358-894	11 Jul 88	PUB 1 Jun 88
		TX 2-360-571	11 Jul 88	PUB 1 Jul 88
		TX 2-374-515	11 Aug 88	PUB 1 Aug 88
		TX 2-402-006	28 Sep 88	PUB 1 Sep 88
		TX 2-407-609	27 Oct 88	PUB 1 Oct 88
		TX 2-444-577	18 Nov 88	PUB 1 Nov 88
TX 2-452-974	8 Dec 88	PUB 1 Dec 88		
This Month on Long Island: the out-of-towner's guide. 1989	United States	TX 2-511-722	11 Jan 89	PUB 1 Jan 89
		TX 2-508-224	2 Mar 89	PUB 1 Feb 89
		TX 2-508-750	3 Mar 89	PUB 1 Mar 89
		TX 2-520-253	5 Apr 89	PUB 1 Apr 89
		TX 2-557-918	10 May 89	PUB 1 May 89
		TX 2-566-568	7 Jun 89	PUB 1 Jun 89
		TX 2-608-513	7 Jul 89	PUB 1 Jul 89
		TX 2-610-213	8 Aug 89	PUB 1 Aug 89
		TX 2-636-399	15 Sep 89	PUB 1 Sep 89
		TX 2-654-811	6 Oct 89	PUB 1 Oct 89
TX 2-687-560	8 Nov 89	PUB 6 Nov 89		
TX 2-702-339	7 Dec 89	PUB 4 Dec 89		
This Month on Long Island: the out-of-towner's guide. 1990	United States	TX 2-662-655	5 Jan 90	PUB 1 Jan 90
		TX 2-740-933	6 Feb 90	PUB 1 Feb 90
		TX 2-769-802	6 Mar 90	PUB 1 Mar 90
		TX 2-791-992	4 Apr 90	PUB 1 Apr 90
		TX 2-828-016	16 May 90	PUB 1 May 90

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Title	Jurisdiction	Registration No.	Registration Date	Publication Date
		TX 2-845-354	7 Jun 90	PUB 1 Jun 90
		TX 2-873-178	11 Jul 90	PUB 1 Jul 90
		TX 3-135-952	8 Jul 91	PUB 1 Aug 90
		TX 3-135-953	8 Jul 91	PUB 1 Sep 90
		TX 3-135-955	8 Jul 91	PUB 1 Oct 90
		TX 3-135-954	8 Jul 91	PUB 1 Nov 90
This Month on Long Island: the out-of-towner's guide. 1993	United States	TX 3-671-303	4 Nov 93	PUB 1 Nov 93
		TX 3-686-707	3 Dec 93	PUB 1 Dec 93
This Month on Long Island: the out-of-towner's guide. 1994	United States	TX 3-702-781	4 Jan 94	PUB 1 Jan 94
		TX 3-762-035	7 Feb 94	PUB 1 Feb 94
		TX 3-772-963	3 Mar 94	PUB 1 Mar 94
		TX 3-798-666	6 Apr 94	PUB 1 Apr 94
		TX 3-801-628	9 May 94	PUB 1 May 94
		TX 3-840-323	6 Jun 94	PUB 1 Jun 94
		TX 3-905-701	7 Jul 94	PUB 1 Jul 94
		TX 3-885-705	4 Aug 94	PUB 1 Aug 94
		TX 3-906-055	7 Sep 94	PUB 1 Sep 94
		TX 3-913-294	14 Oct 94	PUB 1 Oct 94
		TX 3-940-019	14 Nov 94	PUB 1 Nov 94
		TX 3-946-561	7 Dec 94	PUB 1 Dec 94
This Month on Long Island: the out-of-towner's guide. 1995	United States	TX 3-969-004	6 Jan 95	PUB 1 Jan 95
		TX 3-999-696	21 Feb 95	PUB 1 Feb 95
		TX 4-029-452	13 Mar 95	PUB 1 Mar 95
		TX 4-012-522	10 Apr 95	PUB 1 Apr 95
		TX 4-053-936	22 Jun 95	PUB 1 May 95
		TX 4-053-935	22 Jun 95	PUB 1 Jun 95
		TX 4-076-190	1 Aug 95	PUB 1 Jul 95
		TX 4-080-058	8 Aug 95	PUB 1 Aug 95
		TX 4-135-276	12 Sep 95	PUB 1 Sep 95
		TX 4-174-410	12 Oct 95	PUB 1 Oct 95;
		TX 4-207-063	5 Dec 95	PUB 1 Dec 95
This Month on Long Island: the out-of-towner's guide. 1996	United States	TX 4-226-063	16 Jan 96	PUB 1 Jan 96
		TX 4-277-669	15 May 96	PUB 1 Feb 96
		TX 4-245-462	13 Mar 96	PUB 1 Mar 96
		TX 4-227-885	8 Apr 96	PUB 1 Apr 96
		TX 4-277-124	6 Jun 96	PUB 1 May 96
		TX 4-308-819	16 Jul 96	PUB 1 Jun 96
		TX 4-308-816	16 Jul 96	PUB 1 Jul 96
		TX 4-308-241	14 Aug 96	PUB 1 Aug 96
		TX 4-354-014	16 Oct 96	PUB 1 Sep 96
		TX 4-354-085	16 Oct 96	PUB 1 Oct 96
		TX 4-431-593	12 Dec 96	PUB 1 Nov 96
		TX 4-431-591	12 Dec 96	PUB 1 Dec 96
This Month on Long Island: the out-of-towner's guide. 1997	United States	TX 4-415-174	24 Jan 97	PUB 1 Jan 97
		TX 4-427-472	7 Feb 97	PUB 1 Feb 97
		TX 4-457-416	20 Mar 97	PUB 1 Mar 97

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Title	Jurisdiction	Registration No.	Registration Date	Publication Date
		TX 4-507-355	14 May 97	PUB 1 Apr 97
		TX 4-507-356	14 May 97	PUB 1 May 97
		TX 4-497-851	16 Jun 97	PUB 1 Jun 97
		TX 4-506-124	15 Jul 97	PUB 1 Jul 97
		TX 4-516-189	11 Aug 97	PUB 1 Aug 97
		TX 4-545-188	23 Sep 97	PUB 1 Sep 97
		TX 4-593-406	8 Oct 97	PUB 1 Oct 97
		TX 4-584-416	19 Nov 97	PUB 1 Nov 97
		TX 4-603-744	23 Jan 98	PUB 1 Dec 97
This Month on Long Island: the out-of-towner's guide. 1998	United States	TX 4-604-550	12 Jan 98	PUB 1 Jan 98
		TX 4-631-421	18 Feb 98	PUB 1 Feb 98
		TX 4-654-295	26 Mar 98	PUB 1 Mar 98
		TX 4-657-025	13 Apr 98	PUB 1 Apr 98
		TX 4-733-932	8 Jun 98	PUB 1 May 98
		TX 4-733-931	8 Jun 98	PUB 1 Jun 98
		TX 4-738-168	15 Jul 98	PUB 1 Jul 98
		TX 4-801-709	16 Sep 98	PUB 1 Aug 98
		TX 4-773-497	10 Sep 98	PUB 1 Sep 98
		TX 4-801-718	15 Oct 98	PUB 1 Oct 98
This Month on Long Island: the out-of-towner's guide. 1999	United States	TX 4-802-089	30 Nov 98	PUB 1 Nov 98
		TX 4-836-972	20 Jan 99	PUB 1 Dec 98
		TX 4-835-476	4 Feb 99	PUB 1 Jan 99
		TX 4-837-403	11 Feb 99	PUB 1 Feb 99
		TX 4-929-779	16 Jun 99	PUB 1 Jun 99
		TX 5-072-773	3 Sep 99	PUB 1 Jul 99
		TX 4-981-860	7 Sep 99	PUB 1 Aug 99
		TX 4-981-861	7 Sep 99	PUB 1 Sep 99
This Month on Long Island: the out-of-towner's guide. 2000	United States	TX 5-005-122	5 Nov 99	PUB 1 Oct 99
		TX 5-008-904	29 Nov 99	PUB 1 Nov 99
		TX 5-048-491	28 Dec 99	PUB 1 Dec 99
		TX 5-052-699	31 Jan 00	PUB 1 Jan 00
		TX 5-061-044	29 Feb 00	PUB 1 Feb 00
		TX 5-090-680	25 Apr 00	PUB 1 Mar 00
		TX 5-090-679	25 Apr 00	PUB 1 Apr 00
		TX 5-103-876	1 Jun 00	PUB 1 May 00
		TX 5-130-674	28 Jun 00	PUB 1 Jun 00
		TX 5-153-169	22 Nov 00	PUB 1 Jul 00
This Month on Long Island: the out-of-towner's guide. 2001	United States	TX 5-157-360	25 Aug 00	PUB 1 Aug 00
		TX 5-275-717	18 Sep 00	PUB 1 Sep 00
		TX 5-299-934	1 Nov 00	PUB 1 Oct 00
		TX 5-234-202	6 Dec 00	PUB 1 Nov 00
		TX 5-234-456	18 Dec 00	PUB 1 Dec 00
		TX 5-290-123	8 Mar 01	PUB 1 Feb 01

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