

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------------------------|----------|----------------|--------------|
| McClatchy Management Services, Inc. | | 11/20/2008 | CORPORATION: |

RECEIVING PARTY DATA

| | |
|------------------------|-----------------------|
| Name: | Bank of America, N.A. |
| Street Address: | 800 Fifth Avenue |
| City: | Seattle |
| State/Country: | WASHINGTON |
| Postal Code: | 98104 |
| Entity Type: | National Association: |

PROPERTY NUMBERS Total: 55

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------------|
| Registration Number: | 2674315 | ANCHORAGE DAILY NEWS |
| Registration Number: | 3365510 | ATOMIC TOWN |
| Registration Number: | 2726532 | THE BEAUFORT GAZETTE |
| Registration Number: | 2942022 | BEE |
| Registration Number: | 3361898 | BUZZIES |
| Registration Number: | 0943649 | CALIFORNIA LIFE |
| Registration Number: | 3393682 | CALIFORNIA WEDS |
| Registration Number: | 2416058 | CAPITOL ALERT |
| Registration Number: | 3017025 | CENTRAL CALIFORNIA TV & CABLE GUIDE |
| Registration Number: | 3412526 | DESTINATION HILTON HEAD ISLAND |
| Registration Number: | 3158200 | THE ENQUIRER-HERALD |
| Registration Number: | 3147363 | THE FRESNO BEE |
| Registration Number: | 3418128 | FRESNO FAMOUS |
| Registration Number: | 3293908 | FRESNO FAMOUS DISCOVER LOCAL LIFE |

OP \$1390.00 2674315

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| Registration Number: | 2801750 | THE HERALD |
| Registration Number: | 2962898 | INSIDER |
| Registration Number: | 3190531 | INSITE |
| Registration Number: | 2570085 | THE ISLAND PACKET |
| Registration Number: | 3238744 | KNOWING IS BETTER |
| Registration Number: | 2671696 | LAKE WYLIE PILOT |
| Registration Number: | 2874187 | LIFE ENRICHED. |
| Registration Number: | 2930422 | LIFE ENRICHED. |
| Registration Number: | 2484984 | LIFE. CAPTURED DAILY. |
| Registration Number: | 3048184 | LIFE. CAPTURED EVERY DAY. |
| Registration Number: | 2873828 | M.V.P. |
| Registration Number: | 3099816 | MCCLATCHY INTERACTIVE |
| Registration Number: | 2920562 | MERCED SUN-STAR |
| Registration Number: | 3175886 | THE MODESTO BEE |
| Registration Number: | 3301611 | MODESTO FAMOUS |
| Registration Number: | 3252803 | N & O |
| Registration Number: | 2697277 | THE NEWS & OBSERVER |
| Registration Number: | 3365526 | THE NEWS TRIBUNE |
| Registration Number: | 2662537 | THE NEWS TRIBUNE |
| Registration Number: | 3421994 | NORTH RALEIGH NEWS |
| Registration Number: | 3126930 | ONE SEARCH. ANYTHING LOCAL. |
| Registration Number: | 2501940 | PISYS IQ INFORMATION QUEST |
| Registration Number: | 3362191 | PRIME LIFE |
| Registration Number: | 3453268 | REJUVENATE |
| Registration Number: | 3365499 | SAC TICKET |
| Registration Number: | 2287432 | THE SACRAMENTO BEE |
| Registration Number: | 3318113 | THE TRIBUNE |
| Registration Number: | 2651658 | TRI-CITY HERALD |
| Registration Number: | 3392658 | TRUSTED VOICES |
| Registration Number: | 2975439 | VIDA EN EL VALLE |
| Registration Number: | 2746677 | VOICE OF THE MID-COLUMBIA |
| Registration Number: | 3460315 | WINE PRESS NORTHWEST |
| Registration Number: | 3365531 | YORK COUNTY MAGAZINE |
| Registration Number: | 2777210 | CENTRALVALLEY JOBQUEST |
| Registration Number: | 2720181 | JOBQUEST |

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| Registration Number: | 2879363 | REAL LIFE HEALTHCARE |
| Registration Number: | 2736522 | SIERRA GATEWAY LIVING |
| Registration Number: | 2284978 | THE SOUTH VALLEY BEE |
| Serial Number: | 77430942 | CENTRAL VALLEY MOMS |
| Serial Number: | 77484096 | CHOWCHILLA NEWS |
| Serial Number: | 77090844 | STAY CONNECTED |

CORRESPONDENCE DATA

Fax Number: (312)706-8248

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3127018623

Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: Richard M. Assmus

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 04262717 RMA 4000 |
| NAME OF SUBMITTER: | Richard M. Assmus |
| Signature: | /rma/ |
| Date: | 12/10/2008 |

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2008, is made by McClatchy Management Services, Inc. ("Grantor"), in favor of Bank of America, N.A. ("BofA"), as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and Swing Line Lender and as L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 27, 2006 as amended by Amendment No. 1 to Credit Agreement, dated as of March 28, 2007, Amendment No. 2 to Credit Agreement, dated as of July 19, 2007, Amendment No. 3 to Credit Agreement, dated as of March 28, 2008 and Amendment No. 4 to Credit Agreement, dated as of September 26, 2008 ("Amendment No. 4") (as the same may be modified from time to time, the "Credit Agreement") among the Borrower, the Lenders from time to time party thereto, and BofA, as Administrative Agent for the Lenders and as Swing Line Lender and L/C Issuer, the Lenders, the Swing Line Lender and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated as of September 26, 2008 in favor of the Administrative Agent (the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, as Swing Line Lender and L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and as Swing Line Lender and L/C Issuer to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral");

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MCCLATCHY MANAGEMENT SERVICES, INC.

as Grantor

By: 
Name: Patrick Talamantes

Title: President

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____
Name:
Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registered Trademarks

| MARK | OWNER NAME | REG/SERIAL # | REG DATE |
|-------------------------------------|-------------------------------------|--------------|------------|
| ANCHORAGE DAILY NEWS | McClatchy Management Services, Inc. | 2674315 | 1/14/2003 |
| ATOMIC TOWN | McClatchy Management Services, Inc. | 3365510 | 1/8/2008 |
| BEAUFORT GAZETTE, THE | McClatchy Management Services, Inc. | 2726532 | 6/17/2003 |
| BEE | McClatchy Management Services, Inc. | 2942022 | 4/19/2005 |
| BUZZIES | McClatchy Management Services, Inc. | 3361898 | 1/1/2008 |
| California Life | McClatchy Management Services, Inc. | 943649 | 9/26/1972 |
| CALIFORNIA WEDS | McClatchy Management Services, Inc. | 3393682 | 3/4/2008 |
| CAPITOL ALERT | McClatchy Management Services, Inc. | 2416058 | 12/26/2000 |
| Central California TV & Cable Guide | McClatchy Management Services, Inc. | 3017025 | 11/22/2005 |
| DESTINATION HILTON HEAD ISLAND | McClatchy Management Services, Inc. | 3412526 | 4/15/2008 |
| ENQUIRER-HERALD, THE | McClatchy Management Services, Inc. | 3158200 | 10/17/2006 |
| FRESNO BEE, THE | McClatchy Management Services, Inc. | 3147363 | 9/26/2006 |

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| FRESNO FAMOUS | McClatchy Management Services, Inc. | 3418128 | 4/29/2008 |
| FRESNO FAMOUS DISCOVER LOCAL LIFE (Stylized) | McClatchy Management Services, Inc. | 3293908 | 9/18/2007 |
| HERALD, THE | McClatchy Management Services, Inc. | 2801750 | 1/6/2004 |
| INSIDER | McClatchy Management Services, Inc. | 2962898 | 6/21/2005 |
| insite | McClatchy Management Services, Inc. | 3190531 | 1/2/2007 |
| ISLAND PACKET, THE | McClatchy Management Services, Inc. | 2570085 | 5/14/2002 |
| KNOWING IS BETTER | McClatchy Management Services, Inc. | 3238744 | 5/8/2007 |
| LAKE WYLIE PILOT | McClatchy Management Services, Inc. | 2671696 | 1/7/2003 |
| LIFE ENRICHED. | McClatchy Management Services, Inc. | 2874187 | 8/17/2004 |
| LIFE ENRICHED. | McClatchy Management Services, Inc. | 2930422 | 3/8/2005 |
| LIFE. CAPTURED DAILY. | McClatchy Management Services, Inc. | 2484984 | 9/4/2001 |
| LIFE. CAPTURED EVERY DAY. | McClatchy Management Services, Inc. | 3,048,184 | 1/24/2006 |
| M.V.P. and design | McClatchy Management Services, Inc. | 2873828 | 8/17/2004 |
| MCCLATCHY INTERACTIVE | McClatchy Management Services, Inc. | 3099816 | 6/6/2006 |
| MERCED SUN-STAR | McClatchy Management Services, Inc. | 2920562 | 1/25/2005 |
| MODESTO BEE, THE | McClatchy Management Services, Inc. | 3175886 | 11/28/2006 |

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|------------------------------|-------------------------------------|---------|------------|
| MODESTO FAMOUS | McClatchy Management Services, Inc. | 3301611 | 10/2/2007 |
| N & O | McClatchy Management Services, Inc. | 3252803 | 6/19/2007 |
| NEWS & OBSERVER, THE | McClatchy Management Services, Inc. | 2697277 | 3/18/2003 |
| NEWS TRIBUNE, THE | McClatchy Management Services, Inc. | 3365526 | 1/8/2008 |
| NEWS TRIBUNE, THE and design | McClatchy Management Services, Inc. | 2662537 | 12/17/2002 |
| NORTH RALEIGH NEWS | McClatchy Management Services, Inc. | 3421994 | 5/6/2008 |
| ONE SEARCH. ANYTHING LOCAL. | McClatchy Management Services, Inc. | 3126930 | 8/8/2006 |
| PISYS IQ INFORMATION QUEST | McClatchy Management Services, Inc. | 2501940 | 10/30/2001 |
| PRIME LIFE | McClatchy Management Services, Inc. | 3362191 | 1/1/2008 |
| REJUVENATE | McClatchy Management Services, Inc. | 3453268 | 6/24/2018 |
| SAC TICKET | McClatchy Management Services, Inc. | 3365499 | 1/8/2008 |
| Sacramento Bee, THE | McClatchy Management Services, Inc. | 2287432 | 10/19/1999 |
| TRIBUNE, THE | McClatchy Management Services, Inc. | 3318113 | 10/23/2007 |
| TRI-CITY HERALD | McClatchy Management Services, Inc. | 2651658 | 11/19/2002 |
| TRUSTED VOICES | McClatchy Management Services, Inc. | 3392658 | 3/4/2008 |
| VIDA EN EL VALLE | McClatchy Management Services, Inc. | 2975439 | 7/26/2005 |

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| VOICE OF THE MID-COLUMBIA | McClatchy Management Services, Inc. | 2746677 | 8/5/2003 |
| WINE PRESS NORTHWEST | McClatchy Management Services, Inc. | 3460315 | 7/8/2008 |
| YORK COUNTY MAGAZINE | McClatchy Management Services, Inc. | 3365531 | 1/8/2008 |

McClatchy Federal Trademarks

(abandoned but not yet expired)

| MARK | OWNER NAME | REG # | REG DATE | AFFIDAVIT / RENEWAL DUE |
|-------------------------|-------------------------------------|---------|------------|-------------------------|
| NEW HOMES MAP GUIDE | Biscayne Bay Publishing Inc. | 2924568 | 2/1/2005 | 2/1/2011 |
| CENTRAL VALLEY JOBQUEST | McClatchy Management Services, Inc. | 2777210 | 10/28/2003 | 10/28/2009 |
| JOBQUEST | McClatchy Management Services, Inc. | 2720181 | 5/27/2003 | 5/27/2009 |
| REAL LIFE HEALTHCARE | McClatchy Management Services, Inc. | 2879363 | 8/31/2004 | 8/31/2010 |
| SIERRA GATEWAY LIVING | McClatchy Management Services, Inc. | 2736522 | 7/15/2003 | 7/15/2009 |
| South Valley Bee, THE | McClatchy Management Services, Inc. | 2284978 | 10/12/1999 | 10/12/2009 |

*these marks are being abandoned because they were re-registered on the Principal Register

2. TRADEMARK APPLICATIONS

| MARK | OWNER NAME | REG/SERIAL # | REG DATE |
|----------------------|-------------------------------------|--------------|---------------|
| CENTRAL VALLEY MOMS | McClatchy Management Services, Inc. | 77/430942 | filed 3/25/08 |
| CHOWCHILLA NEWS, THE | McClatchy Management Services, Inc. | 77/484096 | filed 5/27/08 |
| STAY CONNECTED | McClatchy Management Services, Inc. | 77/090844 | filed 1/25/07 |