

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Belo Company		01/30/2009	Business Trust: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	2200 Ross Avenue
Internal Address:	Third Floor
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	Secured Party:

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	2601955	BELO INTERACTIVE
Registration Number:	2579682	BI
Registration Number:	2684881	DISCOVER DALLAS
Registration Number:	2712624	IN TOUCH
Registration Number:	2784661	IS IT ON YOUR SCREEN?
Registration Number:	2820665	MY SPECIALS DIRECT
Registration Number:	3038829	MYSPECIALS DIRECT
Registration Number:	3450469	MYSTIQAL
Registration Number:	3446115	NEIGHBORSGO
Registration Number:	3446116	NEIGHBORSGO
Registration Number:	3446121	NEIGHBORSGO
Registration Number:	1759869	OVERNIGHT
Registration Number:	2896705	PULSE

CH \$590.00 2601955

Registration Number:	2829307	PUNCHBUTTON
Registration Number:	2505952	THE DALLAS MORNING NEWS
Registration Number:	0175933	THE DALLAS MORNING NEWS
Registration Number:	1515722	THE DALLAS MORNING NEWS NEIGHBORHOOD SHOPPER
Registration Number:	3382277	VELOCIT
Registration Number:	2806332	WHEN CAN YOU START?
Registration Number:	2971533	WHEN CAN YOU START?
Registration Number:	2868849	WHEN CAN YOU START?
Serial Number:	77436583	MYSTIQAL
Serial Number:	77134681	NEIGHBORSGO

CORRESPONDENCE DATA

Fax Number: (804)344-7999
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 804-788-8523
Email: HWRITM@hunton.com
Correspondent Name: Edward T. White - Hunton & Williams LLP
Address Line 1: 951 East Byrd Street
Address Line 2: Riverfront Plaza, East Tower
Address Line 4: RICHMOND, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	64226.001187
NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	02/19/2009

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

WHEREAS, The Belo Company, a Delaware statutory trust ("Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and JPMorgan Chase Bank, N.A., as administrative agent and a lender ("Secured Party") are parties to that certain Amended and Restated Credit Agreement dated January 30, 2009 (as same may be amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to the terms of the Amended and Restated Pledge and Security Agreement dated as of January 30, 2009 (as the same may be amended and in effect from time to time, the "Security Agreement"), between Grantor, certain affiliates of Grantor and Secured Party, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement) and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all Obligations (as such term is defined in the Credit Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

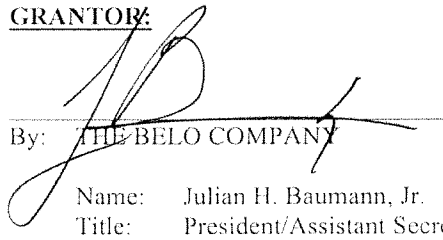
- (1) each Trademark, including, without limitation, the Trademarks (together with any reissues, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license, including, without limitation, each Trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark including, without limitation, the Trademarks referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the Trademarks referred to in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party 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.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of January, 2009.

Acknowledged:

GRANTOR:


By: THE BELO COMPANY
Name: Julian H. Baumann, Jr.
Title: President/Assistant Secretary

SECURED PARTY:

By: JPMORGAN CHASE BANK, N.A., as
Administrative Agent
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 30th day of January, 2009.

Acknowledged:

GRANTOR:

By: THE BELO COMPANY

Name: Julian H. Baumann, Jr.
Title: President/Assistant Secretary

SECURED PARTY:

By: Jeff A. Tompkins
JPMORGAN CHASE BANK, N.A., as
Administrative Agent
Name: Jeff A. Tompkins
Title: Vice President

Schedule I
to Trademark
Security Agreement

TRADEMARKS

Name of Grantor	Trademark	Country	Registration Date	Registration Number
Belo Company (The)	Belo Interactive	United States	07/30/2002	2601955
Belo Company (The)	BI (stylized)	United States	06/11/2002	2579682
Belo Company (The)	Discover Dallas	United States	02/04/2003	2684881
Belo Company (The)	In Touch	United States	05/06/2003	2712624
Belo Company (The)	Is it on your screen?	United States	11/18/2003	2784661
Belo Company (The)	My Specials Direct	United States	03/09/2004	2820665
Belo Company (The)	My Specials Direct (stylized)	United States	01/10/2006	3038829
Belo Company (The)	Mystiqal	United States	06/17/2008	3450469
Belo Company (The)	NeighborsGo	United States	06/10/2008	3446115
Belo Company (The)	NeighborsGo	United States	06/10/2008	3446116
Belo Company (The)	NeighborsGo	United States	06/10/2008	3445121
Belo Company (The)	Overnight	United States	03/23/1993	1759869
Belo Company (The)	Overnight	United States	08/10/1992	51997
Belo Company (The)	Pulse	United States	10/26/2004	2896705
Belo Company (The)	Punchbutton	United States	04/06/2004	2829307
Belo Company (The)	The Dallas Morning News	United States	11/13/2001	2505952
Belo Company (The)	The Dallas Morning News (stylized)	United States	11/13/1923	175933
Belo Company (The)	The Dallas Morning News Neighborhood Shopper	United States	12/06/1988	1515722
Belo Company (The)	Vacations at Sea (stylized)	United States	02/04/2000	59321
Belo Company (The)	Velocit (stylized)	United States	02/12/2008	3382277
Belo Company (The)	When can you start?	United States	01/20/2004	2806332
Belo Company (The)	When can you start?	United States	07/19/2005	2971533
Belo Company (The)	When can you start?	United States	08/03/2004	2868849
Belo Company (The)	Jobcenter	Rhode Island	11/12/2002	21104
Belo Company (The)	F!D Luxe	Texas	08/25/2006	800687964
Belo Company (The)	F!D Luxe	Texas	07/31/2006	800687946
Belo Company (The)	F!D Luxe (stylized)	Texas	08/25/2006	800687972
Belo Company (The)	F!D Luxe (stylized)	Texas	07/31/2006	800687981
Belo Company (The)	Pulse	Texas	05/05/2004	800337875
Belo Company (The)	The World of Cruises	Texas	10/16/1987	47881
Belo Company (The)	Working Smart	Texas	05/07/2002	800085097
Belo Company (The)	Now You've Got Connections	Mexico	10/29/2001	719441
Belo Company (The)	The Dallas Morning News	Mexico	10/29/2001	719436
Belo Company (The)	The Dallas Morning News Express	Mexico	10/29/2001	719437

TRADEMARK APPLICATIONS

Name of Grantor	Trademark	Country	Application Filing Date	Application Serial Number
Belo Company (The)	Mystiqal	United States	04/01/2008	77/436,583
Belo Company (The)	NeighborsGo	United States	03/19/2007	77/134,681