

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Dallas Morning News, Inc.		01/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	2200 Ross Avenue		
<b>Internal Address:</b>	Third Floor		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	Secured Party:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3408441	FID LUXE	
Registration Number:	3408442	FID LUXE	
Serial Number:	77323536	LOOKS	
Serial Number:	77220488	FIT2SUCCEED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(804)344-7999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	804-788-8523		
<b>Email:</b>	HWRITM@hunton.com		
<b>Correspondent Name:</b>	Edward T. White - Hunton & Williams LLP		
<b>Address Line 1:</b>	951 East Byrd Street		
<b>Address Line 2:</b>	Riverfront Plaza, East Tower		
<b>Address Line 4:</b>	RICHMOND, VIRGINIA 23219-4074		
<b>ATTORNEY DOCKET NUMBER:</b>	64226.001187		

CH \$115.00 3408441

NAME OF SUBMITTER:	Edward T. White
Signature:	/Edward T. White/
Date:	02/19/2009
<b>Total Attachments: 4</b> source=The Dallas Morning News Trademark Security#page1.tif source=The Dallas Morning News Trademark Security#page2.tif source=The Dallas Morning News Trademark Security#page3.tif source=The Dallas Morning News Trademark Security#page4.tif	

## TRADEMARK SECURITY AGREEMENT

WHEREAS, The Dallas Morning News, Inc., a Delaware corporation ("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:

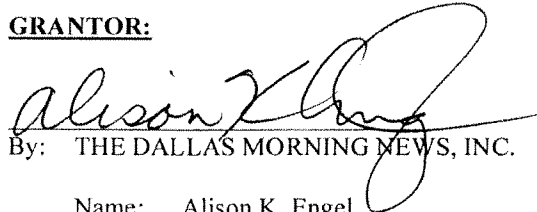
- (1) each Trademark, including, without limitation, the Trademarks (together with any reissues, continuations or extensions thereof) referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license 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 DALLAS MORNING NEWS, INC.

Name: Alison K. Engel  
Title: Treasurer/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:**

**SECURED PARTY:**

By: \_\_\_\_\_  
THE DALLAS MORNING NEWS, INC.

Name: Alison K. Engel  
Title: Treasurer/Assistant Secretary

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

Schedule 1  
to Trademark  
Security Agreement

TRADEMARKS

Name of Grantor	Trademark	Country	Registration Date	Registration Number
Dallas Morning News, Inc. (The)	F!D Luxe	United States	04/08/2008	3408441
Dallas Morning News, Inc. (The)	F!D Luxe (stylized)	United States	04/08/2008	3408442

TRADEMARK APPLICATIONS

Name of Grantor	Trademark	Country	Application Filing Date	Application Serial Number
Dallas Morning News, Inc. (The)	Looks	United States	11/7/2007	77/323,536
Dallas Morning News, Inc. (The)	Fit2Succeed	United States	07/02/2007	77/220,488