

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PULITZER NEWSPAPERS, INC.		05/28/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Street Address:	10161 CENTURION PARKWAY N.
City:	JACKSONVILLE
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3118141	AMERICAN CANYON EAGLE
Registration Number:	2659561	ARIZONA DAILY SUN
Registration Number:	2717564	COALINGA RECORD
Registration Number:	2681186	FARMINGTON PRESS
Registration Number:	2639764	FLAGSTAFF LIVE!
Registration Number:	2639765	INSIDE NAPA VALLEY
Registration Number:	2654534	JAPANESE BEACH PRESS
Registration Number:	2643014	KAUAI BEACH PRESS
Registration Number:	2683717	SELMA ENTERPRISE
Registration Number:	2711395	THE AVENAL PROGRESS
Registration Number:	2643015	THE GARDEN ISLAND
Registration Number:	2639773	THE KINGSBURG RECORDER
Registration Number:	2645880	THE LEMOORE ADVANCE
Registration Number:	2683714	THE NAPA VALLEY REGISTER

OP \$390.00 3118141

Registration Number:

2786223

THE PANTAGRAPH

CORRESPONDENCE DATA

Fax Number: (563)324-1616

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

Email: socallaghan@l-wlaw.com

Correspondent Name: LANE & WATERMAN LLP

Address Line 1: 220 N. Main Street, Ste. 600

Address Line 2: April A. Marshall

Address Line 4: Davenport, IOWA 52801

NAME OF SUBMITTER:

APRIL A. MARSHALL

Signature:

/APRIL A. MARSHALL/

Date:

06/22/2009

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
(TRADEMARKS, SERVICE MARKS AND TRADE NAMES)**

THIS GRANT OF SECURITY INTEREST (TRADEMARKS, SERVICE MARKS AND TRADE NAMES) is dated as of May 28, 2009, between **PULITZER NEWSPAPERS, INC.**, a Delaware corporation having its chief executive office at 201 North Harrison Street, Suite 600, Davenport, Iowa 52801 (the "**Assignor**"), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, having a representative office at 10161 Centurion Parkway N., Jacksonville, Florida, 32256, in its capacity as the Collateral Agent (in such capacity, the "**Assignee**") on behalf and for the benefit of each of the holders from time to time of the Notes issued under the Note Agreement referred to below (each a "**Beneficiary**", and collectively the "**Beneficiaries**"). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Security Agreement (as defined below).

WHEREAS, reference is made to that certain Note Agreement, dated as of May 1, 2000 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Note Agreement**") by and among St. Louis Post-Dispatch LLC, a Delaware limited liability company (together with its successors and assigns, the "**Company**"), and the Beneficiaries, pursuant to which, subject to the terms and conditions set forth therein, the Company issued and sold to such Beneficiaries, and such Beneficiaries purchased from the Company, the Notes (the Notes and the Note Agreement, collectively, the "**Note Documents**").

WHEREAS, reference is made to that certain Guaranty Agreement, dated as of May 1, 2000 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "**Guaranty Agreement**") by and among Pulitzer Inc., a Delaware corporation (together with its successors and assigns, the "**Parent**") and the Beneficiaries, pursuant to which, subject to the terms and conditions set forth therein, the Parent guaranteed the full, complete, and final payment and performance of the "Guaranteed Obligations" as defined in the Guaranty Agreement.

WHEREAS, reference is also made to that certain Limited Waiver and Amendment No. 5 to Note Agreement, dated as of February 18, 2009 (the "**Note Amendment**"), by and among the Company and Beneficiaries, pursuant to which the Beneficiaries and the Company have, among other things, agreed to amend certain provisions of the Note Agreement and make certain financial accommodations to the Company as provided in such amendment.

WHEREAS, reference is also made to that certain Limited Waiver and Amendment No. 5 to Guaranty Agreement, dated as of February 18, 2009 (the "**Guaranty Amendment**"), by and among the Parent and Beneficiaries, pursuant to which the Beneficiaries and the Parent have, among other things, agreed to amend certain provisions of the Guaranty Agreement and make certain financial accommodations to or for the benefit of the Parent as provided in such amendment.

WHEREAS, pursuant to the terms of a Security Agreement, dated as of February 18, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time,

the "**Security Agreement**"), in favor of the Assignee on behalf of and for the benefit of the Beneficiaries, the Parent and Company have granted to the Assignee a security interest in all of the Parent's and Company's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

WHEREAS, pursuant to the terms of the Subsidiary Guaranty Agreement, dated as of February 18, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Subsidiary Guaranty Agreement**"), by each of the "Subsidiary Guarantors" (as defined in the Subsidiary Guaranty Agreement) in favor of the Beneficiaries, the Beneficiaries are willing to enter into the Note Amendment and the Guaranty Amendment and otherwise make, extend and maintain certain financial accommodations to the Company and Parent as provided in such amendments, but only upon the condition, among others, that each Subsidiary Guarantor shall grant a security interest in and assign for security purposes (and not as an absolute assignment) in favor of and to the Assignee, on behalf of and for the benefit of the Beneficiaries, in and to, all of such Subsidiary Guarantor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the Secured Obligations.

WHEREAS, the Assignor is a Subsidiary Guarantor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations, the Assignor hereby represents, warrants, covenants and agrees as follows:

As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Assignee and the Beneficiaries to enter into the Note Amendment, the Guaranty Amendment and the other Transaction Documents and to make, extend and maintain the Credit to and for the benefit of the Parent and Company upon the terms and subject to the conditions thereof, the Assignor hereby mortgages, pledges and hypothecates to the Assignee, on behalf of and for the benefit of the Beneficiaries, and hereby grants to the Assignee, on behalf of and for the benefit of the Beneficiaries, a security interest in and to all of the Assignor's respective right, title and interest in, to and under each of the following:

(a) all Trademarks (as defined in the Security Agreement), including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on **Schedules A and B** hereto, including, without limitation, all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, continuations, continuations-in-part and renewals thereof; and

(b) the goodwill of the business connected with the use of, and symbolized by, each Trademark.

The Assignee does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the assignment of and security interest in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference.

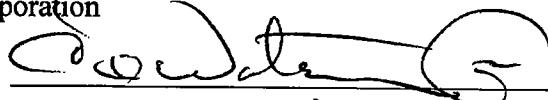
Following the termination of the Security Agreement in accordance with its terms, the security interest in the Trademarks, the goodwill thereof and any and all financing statements filed on behalf of the Assignee will be automatically terminated, released, and/or reassigned to the Assignor, and, on the terms and conditions set forth in the Security Agreement the Assignee will execute, acknowledge and deliver to each Assignor such instruments as may be reasonably requested to evidence such termination, release, and/or reassignment.

In the event of a conflict between the terms of this Grant of Security Interest (Trademarks, Service Marks and Trade Names) and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

IN WITNESS WHEREOF, each of the parties has caused this Grant of Security Interest (Trademarks, Service Marks and Trade Names) to be duly executed by its officer(s) thereunto duly authorized as of the date first written above.

ASSIGNOR:

PULITZER NEWSPAPERS, INC., a Delaware corporation

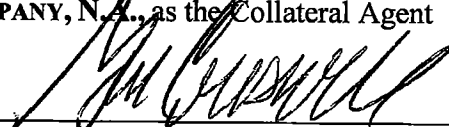
By: 

Printed Name: C. S. WATERMAN

Title: SECRETARY

ASSIGNEE:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N. Y., as the Collateral Agent

By: 

Printed Name: GERALDINE CRESWELL

Title: ~~Vice President~~
Assistant Treasurer

SCHEDULE A
U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
3118141	American Canyon Eagle	07/18/2006
2659561	Arizona Daily Sun	12/10/2002
2717564	Coalinga Record*	05/20/2003
2681186	Farmington Press*	01/28/2003
2639764	Flagstaff Live!	10/22/2002
2639765	Inside Napa Valley	10/22/2002
2654534	Japanese Beach Press*	11/26/2002
2643014	Kauai Beach Press*	10/29/2002
2683717	Selma Enterprise	02/04/2003
2711395	The Avenal Progress*	04/29/2003
2643015	The Garden Island	10/29/2002
2639773	The Kingsburg Recorder	10/22/2002
2645880	The Lemoore Advance	11/05/2002
2683714	The Napa Valley Register	02/04/2003
2786223	The Pantagraph	11/25/2003

* The Assignor, in its reasonable business judgment, has deemed it no longer prudent to pursue or maintain these registrations. Notwithstanding such intentions, the Assignor shall grant a security interest in these trademarks and their respective registrations.

SCHEDULE B
PENDING U.S. TRADEMARKS

APPLICATION NO.	MARK	APPLICATION DATE
	None	