# OP \$165.00 123933

#### 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 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: 6

Property Type	Number	Word Mark
Registration Number:	1239334	100 NEEDIEST CASES
Registration Number:	2501621	EVERYDAY
Registration Number:	1976900	GET OUT
Registration Number:	0513403	POST-DISPATCH WEATHERBIRD
Registration Number:	2706149	STL TODAY
Registration Number:	2733863	ST LOUIS AT WORK

#### **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

900136880 TRADEMARK
REEL: 004009 FRAME: 0277

Signature:	/April A. Marshall/
Date:	06/22/2009
Total Attachments: 5 source=TM Assignment - Pulitzer Inc#page	2.tif 3.tif 4.tif

TRADEMARK
REEL: 004009 FRAME: 0278

## 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 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 on behalf and for the benefit of the Secured Parties (in such capacity, the "Assignee"). Capitalized terms used, but not otherwise defined herein, shall have the meanings given to such terms in the Security Agreement (as defined below).

WHEREAS, pursuant 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 the Assignor and the Purchasers named therein, the Assignor did guarantee the full, complete and final payment and performance of the "Guaranteed Obligations" as defined in the Guaranty Agreement.

WHEREAS, pursuant 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 Assignor and the Purchasers named therein, the Secured Parties have, among other things, agreed to amend certain provisions of the Guaranty Agreement and make certain financial accommodations to the Assignor 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 Secured Parties, the Assignor has granted to the Assignee a security interest in all of the Assignor's right, title and interest, whether presently existing or hereafter arising or acquired, in, to and under all of the Collateral.

WHEREAS, the Secured Parties are willing to enter into the Guaranty Amendment and otherwise make, extend and maintain certain financial accommodations to and for the benefit of the Assignor, but only upon the condition, among others, that the Assignor 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 Secured Parties, in and to, all of Assignor's right, title and interest in and to all Trademarks (as described below) to secure its payment and performance of the Secured Obligations.

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 Secured Parties 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 Assignor upon the terms and subject to the conditions thereof, Assignor hereby mortgages, pledges and hypothecates to the Assignee, on behalf of and for the benefit of the Secured Parties, and hereby grants to the Assignee, on behalf of and for the benefit of the Secured Parties, a security interest in and to all of 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	INC., a	Delaware	corporation
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Printed Name: C. D. WATRUAN U

Title: SECRETARY

**ASSIGNEE:** 

THE BANK OF NEW YORK MELLON TRUST COMPANY, N. A., as the follateral Agent,

/ Vill mould

Printed Name: GERALDINE CRESWELL

Title: Assistant Treasurer

#### SCHEDULE A

#### U.S. TRADEMARKS

REGISTRATION NO.	Mark	REGISTRATION DATE
1239334	100 Neediest Cases	05/24/1983
2501621	Everyday	10/30/2001
1976900	Get Out*	05/28/1996
0513403	Post-Dispatch Weatherbird*	08/09/1949
1657386	St. Louis Post-Dispatch**	09/17/1991
2706149	STL Today	04/15/2003
2733863	St Louis At Work*	07/08/2003

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

<sup>\*\*</sup> This mark was previously included in the Notice of Grant of Security Interest in Intellectual Property, executed on February 18, 2009.

#### SCHEDULE B

### PENDING U.S. TRADEMARKS

APPLICATION NO.	Mark	APPLICATION DATE
	None	