#### 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
The Journal Company		08/13/2010	CORPORATION: WISCONSIN

#### **RECEIVING PARTY DATA**

Name:	U.S. Bank National Association, as Administrative Agent	
Street Address:	777 E. Wisconsin Avenue	
City:	Milwaukee	
State/Country:	WISCONSIN	
Postal Code:	53202	
Entity Type:	National Banking Association: UNITED STATES	

#### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2979242	JRN

#### **CORRESPONDENCE DATA**

Fax Number: (214)981-3400

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

214-981-3483 Phone: Email: dclark@sidley.com Correspondent Name: Dusan Clark, Esq. Address Line 1: Sidley Austin LLP

Address Line 2: 717 N. Harwood St., Suite 3400

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	40106-30090
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/13/2010

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### Total Attachments: 4

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## CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Confirmatory Grant</u>") is made effective as of August 13, 2010 by and from THE JOURNAL COMPANY, a Wisconsin corporation (the "<u>Grantor</u>"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacities, the "<u>Grantee</u>").

WHEREAS, Journal Communications, Inc. (the "Borrower"), the Lenders, the Grantee and certain other Subsidiaries of the Borrower have entered into an Amended and Restated Credit Agreement dated as of December 2, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrower, the Grantor, along with certain other Subsidiaries of the Grantor, has guaranteed the repayment of the Secured Obligations pursuant to the guaranty created under the Credit Agreement.

WHEREAS, the Grantor and certain Subsidiaries of the Borrower have entered into a Pledge and Security Agreement with the Grantee dated as of August 13, 2010 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on <u>Exhibit A</u> attached hereto (the "<u>Trademarks</u>"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations and (to the extent provided in the Security Agreement) their Affiliates. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) <u>Definitions.</u> All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

#### 2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

TRADEMARK
REEL: 004260 FRAME: 0813

- (b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of the Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.
- 3) <u>Counterparts</u>. This Confirmatory Grant 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.
- 4) <u>Governing Law.</u> This Confirmatory Grant 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 Wisconsin.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

THE JOURNAL COMPANY

By:

Name: Karen O. Trickle

Title: Treasurer

# CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Status	Ser. No.	Reg. No.	Owner
JRN	Registered	78/298911	2979242	The Journal Company

**RECORDED: 08/13/2010**