

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
THE SCRANTON TIMES, L.P.		10/29/2010	LIMITED PARTNERSHIP: PENNSYLVANIA
CEGW, INC.		10/29/2010	CORPORATION: DELAWARE
ABSOLUTE DISTRIBUTION, INC.		10/29/2010	CORPORATION: PENNSYLVANIA
DAILY NEWS PUBLISHING CO., INC.		10/29/2010	CORPORATION: VIRGIN ISLANDS
SHAMROCK COMMUNICATIONS, INC.		10/29/2010	CORPORATION: PENNSYLVANIA
POTTSVILLE REPUBLICAN, INC.		10/29/2010	CORPORATION: PENNSYLVANIA
TOWANDA PRINTING COMPANY		10/29/2010	CORPORATION: PENNSYLVANIA
VIDN, INC.		10/29/2010	CORPORATION: PENNSYLVANIA
STANDARD SPEAKER PUBLISHING COMPANY, L.P.		10/29/2010	LIMITED PARTNERSHIP: PENNSYLVANIA
STANDARD SPEAKER REAL ESTATE, LLC		10/29/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
STANDARD SPEAKER PUBLISHING COMPANY, LLC		10/29/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
THE TIMES PARTNER, L.L.C.		10/29/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
POTTSVILLE REAL ESTATE, L.L.C.		10/29/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
G-3-I LLC		10/29/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA
G-3-II LP		10/29/2010	LIMITED PARTNERSHIP: PENNSYLVANIA
SAN ANTONIO CURRENT CO.		10/29/2010	CORPORATION: MICHIGAN
ORLANDO WEEKLY, INC.		10/29/2010	CORPORATION: MICHIGAN
ALTERNATIVE MEDIA, INC.		10/29/2010	CORPORATION: MICHIGAN
TIMES TRIBUNE, L.L.C.		10/29/2010	LIMITED LIABILITY COMPANY: PENNSYLVANIA

OP \$415.00 3067969

**RECEIVING PARTY DATA**

**TRADEMARK**

**900189959**

**REEL: 004528 FRAME: 0639**

Name:	Citizens Bank of Pennsylvania
Street Address:	3025 Chemical Road, Suite 300
City:	Plymouth Meeting
State/Country:	PENNSYLVANIA
Postal Code:	19462
Entity Type:	PA Financial Institution:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3067969	94.1 THE SOUND
Registration Number:	3175203	DIAMOND CITY
Registration Number:	2612373	DRILLBIT
Registration Number:	3152160	GOOD MUSIC. PURE AND SIMPLE.
Registration Number:	3076434	GREAT NORTHEAST JOB FAIR
Registration Number:	3188733	GREAT PET LOVERS EXPO
Registration Number:	3028818	ITHACA PENNYSAVER
Registration Number:	2648677	SHAMROCK COMMUNICATIONS INC.
Registration Number:	3381339	STANDARD-SPEAKER
Registration Number:	3054922	THE SCRANTON TIMES
Registration Number:	3065673	THE TIMES-TRIBUNE
Registration Number:	3119579	THE TRIBUNE
Registration Number:	2563610	TIMES SHAMROCK
Registration Number:	3285311	TIMES SHAMROCK COMMUNICATIONS
Registration Number:	2735912	TIMES SHAMROCK T
Registration Number:	3049944	TRI-VILLAGE PENNYSAVER

CORRESPONDENCE DATA

Fax Number: (609)520-0360  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (609) 987 7102  
Email: anna.gesek@bipc.com  
Correspondent Name: Anna Gesek/ Buchanan Ingersoll & Rooney  
Address Line 1: 700 Alexander Park, Suite 300  
Address Line 4: Princeton, NEW JERSEY 08540

ATTORNEY DOCKET NUMBER: 0034293/000127

NAME OF SUBMITTER: Anna Gesek

Signature:

**TRADEMARK**  
**REEL: 004528 FRAME: 0640**

/ag/

Date:

04/21/2011

**Total Attachments: 21**

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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

**THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT** (the "Agreement"), dated as of October 29, 2010, is entered into by and among **EACH OF THE PERSONS LISTED ON THE SIGNATURE PAGES HERETO AND EACH OF THE OTHER PERSONS WHICH BECOMES A PLEDGOR HEREUNDER FROM TIME TO TIME** (each, a "Pledgor" and collectively, the "Pledgors"), and **CITIZENS BANK OF PENNSYLVANIA**, as Administrative Agent for the Lenders under the Credit Agreement referred to below and for its own benefit as lender under the Cash Manage Note referred to below (in either such capacity, the "Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among The Scranton Times, L.P. and each of the other Borrowers party thereto, each of the Banks (all as defined in the Credit Agreement) party thereto, and the Agent, the Agent and the Banks have agreed to provide certain Loans and grant other financial accommodations to the Borrowers (each as defined in the Credit Agreement), and the Pledgors have agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

In addition, the Borrowers are obligated to Agent, in its individual capacity (and not in any way on behalf of the Banks), under the Uncommitted Line of Credit Demand Note (as the same may be amended, modified or supplemented, from time to time, the "Cash Management Line Note") dated on or about the date hereof in the maximum principal amount of Three Million Dollars (\$3,000,000.00).

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, (i) capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement or Cash Management Line Note, as applicable, , and (ii) the rules of construction set forth in the Credit Agreement or Cash Management Line Note, as applicable, shall apply to this Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in the Commonwealth of Pennsylvania, as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, 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, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean all "Bank Debt" as defined in the Credit Agreement and all "Obligations" as defined in the Cash Management Line Note.

(d) "Payment in Full" shall mean the indefeasible payment in full in cash of the Bank Debt, termination of the Banks' and Agent's respective commitments to make Loans or Demand Loans and other credit accommodations under the Credit Agreement and Cash Management Line Note and expiration or termination of any letters of credit issued thereunder.

2. To secure the performance and Payment In Full of all Debt, each Pledgor hereby grants and conveys a security interest to the Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth on Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of its Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons, other than Liens in favor of the Agent, for its benefit and the benefit of the Banks;

(d) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(e) such Pledgor has used, and except as otherwise permitted under the Credit Agreement or Cash Management Line Note, will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights; and

(f) such Pledgor has used, and except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 11 hereof or in accordance with the Credit Agreement and Cash Management Line Note, will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. In accordance with the Credit Agreement, Cash Management Line Note and Security Agreement, the Agent may, in its sole discretion, elect to enforce this Agreement against any Pledgor without any duty or responsibility to pursue any other Pledgor and such an election by the Agent shall not be a defense to any action the Agent and the Banks, or any of them, may elect to take against any Pledgor. Each of the Banks and the Agent hereby reserve all right against each Pledgor.

5. Each Pledgor agrees that, until Payment In Full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Agent's prior written consent which shall not be unreasonably withheld, except such Pledgor may license technology (i) to other Loan Parties, (ii) in the ordinary course of business to suppliers and customers to facilitate the manufacture and use of such Pledgor's products without the Agent's consent, and (iii) as otherwise permitted under the Credit Agreement, Cash Management Line Note and Security Agreement.

6. If, before Payment In Full, any Pledgor shall own any new domestic trademarks or any new domestic copyrightable or patentable inventions, or any domestic patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any domestic improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to the Agent prompt notice in writing of any such future domestic patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright applications and copyright registrations. The Pledgors and the Agent agree to modify this Agreement by amending Schedule A to include any future domestic patents, patent applications, trademark applications, statements of use or use or other change in the status of any intent-to-use trademark applications, trademark registrations, copyright registrations.

7. The Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement or Cash Management Line Note, those allowed by applicable law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to such Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and shall apply such proceeds as provided in the Credit Agreement or Cash Management Line Note. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to the Pledgors at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the

whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent, as the Agent may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as the Pledgors shall have made Payment In Full all of the Debt, and the Commitments shall have terminated and the Letters of Credit have expired or been terminated, this Agreement shall terminate and the Agent will thereafter, upon any Pledgor's request and at such Pledgor's expense, execute and deliver to the applicable Pledgor all deeds, assignments and other instruments as may be necessary or proper to remove the Agent's security interest in the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including attorney's fees and expenses incurred by the Agent in connection with the preparation of this Agreement (including the allocated costs of staff counsel) and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors within fifteen (15) days of demand by the Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement, Cash Management Line Note or Cash Management Line Note, as applicable.

11. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until Payment In Full, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents included in the Patents, Trademarks and Copyrights, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by the Pledgors. Except as permitted under the Credit Agreement, Cash Management Line Note and Security Agreement, no

Pledgor may abandon any Patent, Trademark or Copyright without the consent of the Agent, which shall not be unreasonably withheld.

12. Each Pledgor shall have the right, with the consent of the Agent, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, and to join the Agent, if necessary, as a party to such suit so long as the Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Agent as a result of such suit or joinder by such Pledgor.

13. No course of dealing between the Pledgors and the Agent, nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement, Cash Management Line Note or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. All of the Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or Cash Management Line Note or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 6.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties in accordance with the Credit Agreement and Cash Management Line Note, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

18. This Agreement shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and shall for all purposes be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

19. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any federal or state courts in the Commonwealth of Pennsylvania in any action or proceeding arising out of or relating to this Agreement, and the Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or



federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

20. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Bank of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

21. EACH PLEDGOR AND THE AGENT, ON ITS BEHALF AND ON BEHALF OF THE BANKS, HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

22. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in the notices provision of the Credit Agreement.

23. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

24. At any time after the initial execution of this Agreement, additional Persons may become parties to this Agreement and thereby acquire the duties and rights of being Pledgors hereunder by executing and delivering to the Agent a duly executed guarantor joinder, in form and substance satisfactory to the Agent, if so contemplated pursuant to the Credit Agreement. No notice of the addition of any Pledgor shall be required to be given to any pre-existing Pledgor, and each Pledgor hereby consents thereto.


[SIGNATURES APPEAR ON FOLLOWING PAGES]


[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

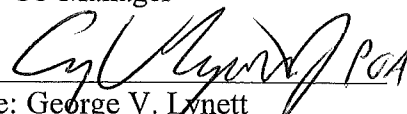
IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth with the intention that this Agreement constitutes a sealed instrument.

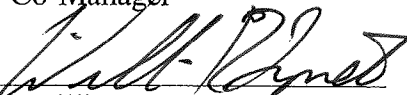
**THE SCRANTON TIMES, L.P.**

By: THE TIMES PARTNER, LLC,  
its general partner

By:   
Name: Edward J. Lynett, Jr.  
Title: Co-Manager

By:   
Name: Cecelia Lynett Haggerty  
Title: Co-Manager

By:   
Name: George V. Lynett  
Title: Co-Manager

By:   
Name: William R. Lynett  
Title: Co-Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

CEGW, INC.

By: Edward J. Lynett Jr.  
Name: EDWARD J. LYNETT JR  
Title: V.P.

ABSOLUTE DISTRIBUTION, INC.

By: Edward J. Lynett Jr.  
Name: EDWARD J. LYNETT JR  
Title: V.P.

DAILY NEWS PUBLISHING CO., INC.

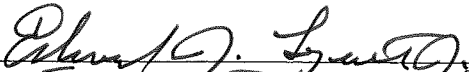
By: Matthew E. Haggerty  
Name: MATTHEW E. HAGGERTY  
Title: PRESIDENT

SHAMROCK COMMUNICATIONS, INC.

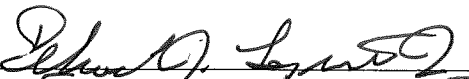
By: Edward J. Lynett Jr.  
Name: EDWARD J. LYNETT JR  
Title: V.P.

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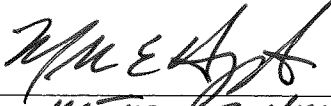
POTTSVILLE REPUBLICAN, INC.

By:   
Name: EDWARD J. LYNETT JR  
Title: V.P.

TOWANDA PRINTING COMPANY

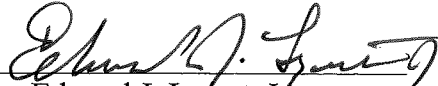
By:   
Name: EDWARD J. LYNETT JR  
Title: P

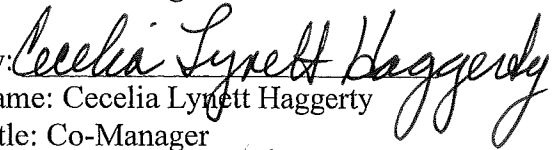
VIDN, INC.

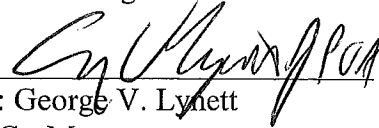
By:   
Name: MATTHEW E. HAGGERTY  
Title: PRESIDENT


**STANDARD SPEAKER PUBLISHING  
COMPANY, L.P.**

By: STANDARD SPEAKER PUBLISHING  
COMPANY, LLC, its general partner

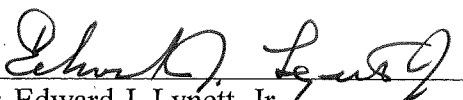
By:   
Name: Edward J. Lynett, Jr.  
Title: Co-Manager

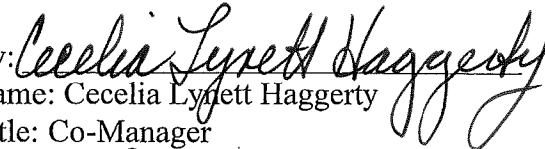
By:   
Name: Cecelia Lynett Haggerty  
Title: Co-Manager

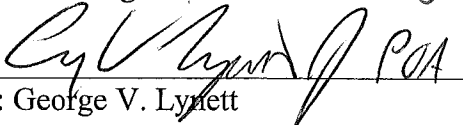
By:   
Name: George V. Lynett  
Title: Co-Manager

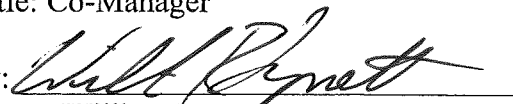
By:   
Name: William R. Lynett  
Title: Co-Manager

**STANDARD SPEAKER REAL ESTATE, LLC**

By:   
Name: Edward J. Lynett, Jr.  
Title: Co-Manager

By:   
Name: Cecelia Lynett Haggerty  
Title: Co-Manager

By:   
Name: George V. Lynett  
Title: Co-Manager

By:   
Name: William R. Lynett  
Title: Co-Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

**STANDARD SPEAKER PUBLISHING  
COMPANY, LLC**

By: Edward J. Lynett, Jr.  
Name: Edward J. Lynett, Jr.  
Title: Co-Manager

By: Cecelia Lynett Haggerty  
Name: Cecelia Lynett Haggerty  
Title: Co-Manager

By: George V. Lynett  
Name: George V. Lynett  
Title: Co-Manager

By: William R. Lynett  
Name: William R. Lynett  
Title: Co-Manager

**THE TIMES PARTNER, L.L.C.**

By: Edward J. Lynett, Jr.  
Name: Edward J. Lynett, Jr.  
Title: Co-Manager

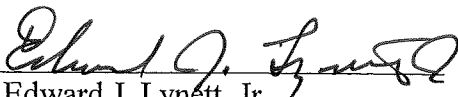
By: Cecelia Lynett Haggerty  
Name: Cecelia Lynett Haggerty  
Title: Co-Manager

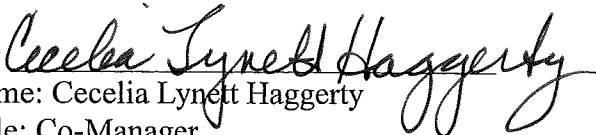
By: George V. Lynett  
Name: George V. Lynett  
Title: Co-Manager


By: William R. Lynett  
Name: William R. Lynett  
Title: Co-Manager


[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

POTTSVILLE REAL ESTATE, L.L.C.

By:   
Name: Edward J. Lynett, Jr.  
Title: Co-Manager

By:   
Name: Cecelia Lynett Haggerty  
Title: Co-Manager

By:   
Name: George V. Lynett  
Title: Co-Manager

By:   
Name: William R. Lynett  
Title: Co-Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

G-3-I LLC

By: Edward J. Lynett, Jr.  
Name: Edward J. Lynett, Jr.  
Title: Co-Manager

By: Cecelia Lynett Haggerty  
Name: Cecelia Lynett Haggerty  
Title: Co-Manager

By: George V. Lynett  
Name: George V. Lynett  
Title: Co-Manager

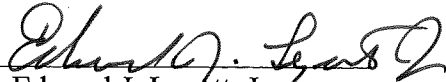
By: William R. Lynett  
Name: William R. Lynett  
Title: Co-Manager

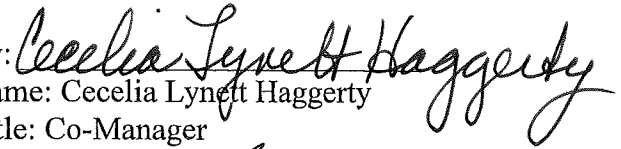


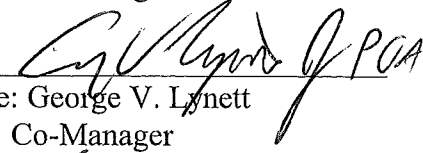
[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

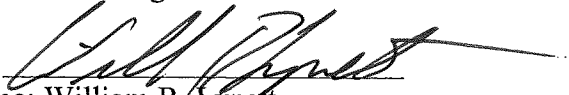
**G-3-II LP**

By: G-3-I LLC, its general partner

By:   
Name: Edward J. Lynett, Jr.  
Title: Co-Manager

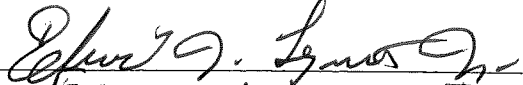
By:   
Name: Cecelia Lynett Haggerty  
Title: Co-Manager

By:   
Name: George V. Lynett  
Title: Co-Manager

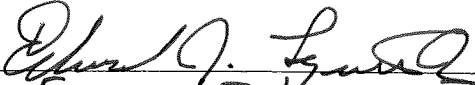
By:   
Name: William R. Lynett  
Title: Co-Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

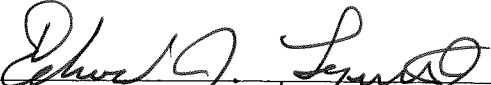
**SAN ANTONIO CURRENT CO.**, a Michigan corporation

By:   
Name: EDWARD J. LYNETT JR  
Title: V.P.

**ORLANDO WEEKLY, INC.**, a Michigan corporation

By:   
Name: EDWARD J. LYNETT JR  
Title: V.P.

**ALTERNATIVE MEDIA, INC.**, a Michigan corporation

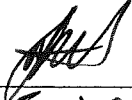

By:   
Name: EDWARD J. LYNETT JR  
Title: V.P.

**TIMES TRIBUNE, L.L.C.**, a Pennsylvania limited liability company

By:   
Co-Manager

[SIGNATURE PAGE TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT]

CITIZENS BANK OF PENNSYLVANIA, for  
its own benefit and as Administrative Agent

By:   
Name: FRANCIS J KELLY  
Title: 

Schedule A

Wednesday, September 15, 2010

G-S-H.I.P.

TRADEMARK LIST BY OWNER

Page: 1

Trademark	Case Number/Subcase	Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
941 THE SOUND	306265-015/	United States of America	78/584,661 10-Mar-2005	20-Dec-2005	3,067,969 14-Mar-2006	Registered Next Renewal 14-Mar-2016
Resp.Off: US	Class(es): 38 Int.	Agent Name: Dechert LLP	Client: Shanrock Communications, Inc.	Attorney(s): GAG	Agent Ref: 365960-306265	Client Ref: 365960-306265
DIAMOND CITY	306265-013/	United States of America	78/571,932 22-Feb-2005	19-Oct-2005	3,175,203 21-Nov-2006	Registered Next Renewal 21-Nov-2016
Resp.Off: US	Class(es): 16 Int.	Agent Name: Dechert LLP	Client: Shanrock Communications, Inc.	Attorney(s): GAG	Agent Ref: 365960-306265	Client Ref: 365960-306265
DRILLBIT	306265-004/	United States of America	76/276,511 21-Jun-2001	04-Jun-2002	2,612,373 27-Aug-2002	Lapsed Next Renewal 27-Aug-2012
Resp.Off: US	Class(es): 09 Int., 42 Int.	Agent Name: Dechert LLP	Client: Shanrock Communications, Inc.	Attorney(s): GAG	Agent Ref: 365960-306265	Client Ref: 365960-306265
GOOD MUSIC, PURE AND SIMPLE	306265-016/	United States of America	78/585,205 11-Mar-2005	29-Nov-2005	3,152,160 03-Oct-2006	Registered Next Renewal 03-Oct-2016
Resp.Off: US	Class(es): 38 Int.	Agent Name: Dechert LLP	Client: Shanrock Communications, Inc.	Attorney(s): GAG	Agent Ref: 365960-306265	Client Ref: 365960-306265

TRADEMARK LIST BY OWNER

Trademark	Case Number/Subcase	Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status	Next Renewal
GREAT NORTHEAST JOB FAIR	306265-017/	United States of America	78/599,855 01-Apr-2005	10-Jan-2006	3,076,434 04-Apr-2006	Registered	04-Apr-2016
	<i>Class(es):</i> 35 Int.				<i>Attorney(s):</i> GAG		
	<i>Agent Name:</i> Dechert LLP				<i>Agent Ref:</i>		
	<i>Client:</i> Shamrock Communications, Inc.				<i>Client Ref:</i> 365960-306265		
Resp. Off: US							
GREAT PET LOVERS EXPO	306265-014/	United States of America	78/581,681 07-Mar-2005	10-Oct-2006	3,188,733 26-Dec-2006	Registered	26-Dec-2016
	<i>Class(es):</i> 35 Int., 41 Int.				<i>Attorney(s):</i> GAG		
	<i>Agent Name:</i> Dechert LLP				<i>Agent Ref:</i>		
	<i>Client:</i> Shamrock Communications, Inc.				<i>Client Ref:</i> 365960-306265		
Resp. Off: US							
HOMEOWNER MAGAZINE	306265-023/	Pennsylvania			3,339,952 18-Sep-2008	Registered	18-Sep-2013
	<i>Class(es):</i> 16 Int.				<i>Attorney(s):</i>		
	<i>Agent Name:</i>				<i>Agent Ref:</i>		
	<i>Client:</i> Shamrock Communications, Inc.				<i>Client Ref:</i> 365960-306265		
Resp. Off: US							
ITHACA PENNSAVER	306265-019/	United States of America	78/528,210 07-Dec-2004	20-Sep-2005	3,028,818 13-Dec-2005	Registered	13-Dec-2015
	<i>Class(es):</i> 16 Int.				<i>Attorney(s):</i> GAG		
	<i>Agent Name:</i> Dechert LLP				<i>Agent Ref:</i>		
	<i>Client:</i> Shamrock Communications, Inc.				<i>Client Ref:</i> 365960-306265		
Resp. Off: US							

Trademark	Case Number/Subcase	Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
LEGENDS REUNION	306265-024/	Pennsylvania			3,339,951 29-Aug-2008	Registered Next Renewal 29-Aug-2013
	Class(es): 41 Int. Agent Name: Attorney(s): Client: Shamrock Communications, Inc. Agent Ref: 365960-306265					
SHAMROCK COMMUNICATIONS INC.	306265-001/	United States of America	76/258,136 16-May-2001	20-Aug-2002	2,648,677 12-Nov-2002	Registered 12-Nov-2012
	Class(es): 38 Int. Agent Name: Dechert LLP Client: Shamrock Communications, Inc. Agent Ref: 365960-306265					
STANDARD-SPEAKER	306265-022/	United States of America	77/208,934 18-Jan-2007	27-Nov-2007	3,381,339 12-Feb-2008	Registered 12-Feb-2018
	Class(es): 16 Int., 41 Int. Agent Name: Dechert LLP Client: Shamrock Communications, Inc. Agent Ref: 365960-306265					
THE SCRANTON TIMES	306265-012/	United States of America	78/563,587 09-Feb-2005	08-Nov-2005	3,054,922 31-Jan-2006	Registered 31-Jan-2016
	Class(es): 16 Int. Agent Name: Dechert LLP Client: Shamrock Communications, Inc. Agent Ref: 365960-306265					

Trademark List by Owner

Trademark	Case Number/Subcase	Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status	Next Renewal
THE TIMES-TRIBUNE	306265-010/	United States of America	78/563,602 09-Feb-2005	13-Dec-2005	3,065,673 07-Mar-2006	Registered	07-Mar-2016
Resp. Off.: US			<i>Class(es):</i> 16 Int. <i>Agent Name:</i> Dechert LLP <i>Client:</i> Shamrock Communications, Inc.		<i>Attorney(s):</i> GAG <i>Agent Ref:</i> <i>Client Ref:</i> 365960-306265		
THE TRIBUNE	306265-011/	United States of America	78/563,596 09-Feb-2005	02-May-2006	3,119,579 25-Jul-2006	Registered	25-Jul-2016
Resp. Off.: US			<i>Class(es):</i> 16 Int. <i>Agent Name:</i> Dechert LLP <i>Client:</i> Shamrock Communications, Inc.		<i>Attorney(s):</i> GAG <i>Agent Ref:</i> <i>Client Ref:</i> 365960-306265		
TIMES SHAMROCK & Design	306265-002/	United States of America	76/257,982 16-May-2001	29-Jan-2002	2,563,610 23-Apr-2002	Registered	23-Apr-2012
Resp. Off.: US			<i>Class(es):</i> 16 Int. <i>Agent Name:</i> Dechert LLP <i>Client:</i> Shamrock Communications, Inc.		<i>Attorney(s):</i> GAG <i>Agent Ref:</i> <i>Client Ref:</i> 365960-306265		
TIMES SHAMROCK COMMUNICATIONS	306265-021/	United States of America	77/064,197 14-Dec-2006	12-Jun-2007	3,285,311 28-Aug-2007	Registered	28-Aug-2017
Resp. Off.: US			<i>Class(es):</i> 38 Int. <i>Agent Name:</i> Dechert LLP <i>Client:</i> Shamrock Communications, Inc.		<i>Attorney(s):</i> GAG <i>Agent Ref:</i> <i>Client Ref:</i> 365960-306265		

Owner: G-34 G-3-LLP

Trademark	Case Number/Subcase	Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
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TIMES SHAMROCK T & Design

306265-003/

United States of America

76/257,983

22-Apr-2003

2,735,912

Registered

Resp.Off: US

Class(es): 16 Int, 38 Int.

Agent Name: Dechert LLP

Client: Shamrock Communications, Inc.

Attorney(s): GAG

Agent Ref:

Client Ref: 365960-306265

TRL-VILLAGE PENNSAVER

306265-020/

United States of America

78/528,234

01-Nov-2005

3,049,944

Registered

Resp.Off: US

Class(es): 16 Int.

Agent Name: Dechert LLP

Client: Shamrock Communications, Inc.

Attorney(s): GAG

Agent Ref:

Client Ref: 365960-306265