

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 SAN DIEGO UNION-TRIBUNE, LLC		12/05/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	450 B Street, Suite 1500
Internal Address:	Attn: Manager
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
Entity Type:	national bank: NORTH CAROLINA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	2138250	SIGNON SAN DIEGO
Serial Number:	85392177	SAN DIEGO UNION-TRIBUNE
Serial Number:	85392348	U-T
Serial Number:	85392397	DISCOVERSD
Serial Number:	85392066	SAN DIEGO UNION-TRIBUNE
Serial Number:	85392374	U-T

**CORRESPONDENCE DATA**

Fax Number: (213)443-2926  
 Phone: 213-617-5493  
 Email: jcravitz@sheppardmullin.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Correspondent Name: Sheppard, Mullin, Richter & Hampton LLP  
 Address Line 1: 333 S. Hope St., 48th Floor

CH \$165.00 2138250

Address Line 2: Attn: J. Cravitz  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	0BN1-164723
NAME OF SUBMITTER:	Julie Cravitz
Signature:	/julie cravitz/
Date:	12/15/2011

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 5, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by the entities identified as grantors on the signature pages hereto (collectively, the "Grantors") in favor of Bank of America, N.A., as administrative agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the "Administrative Agent").

**WHEREAS**, the Grantors are party to that certain Security Agreement dated as of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between each of the Grantors and the other grantors party thereto and the Administrative Agent, pursuant to which the Grantors granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Administrative Agent as follows:

### **SECTION 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.

### **SECTION 2 Grant of Security Interest in Trademark Collateral**

**SECTION 2.1 Grant of Security.** Each Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "Trademark Collateral"):

all United States and foreign trademarks, trade names, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, whether or not registered, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications listed or required to be listed in Schedule A attached hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to the related goodwill, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto, and

(vi) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. Security Agreement**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the benefit of the Secured Parties pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent 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 the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

### **SECTION 4. Governing Law**

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA.

### **SECTION 5. Counterparts**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


*[SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

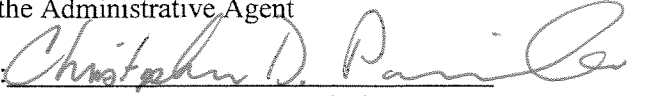
THE SAN DIEGO UNION-TRIBUNE, LLC,  
a Delaware limited liability company

By: SDUT HOLDINGS, LLC,  
a Delaware limited liability company,  
its Manager

By:   
Name: Richard V. Gibbons  
Title: President

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as the Administrative Agent

By: 

Name: Christopher D. Pannacciulli  
Title: Senior Vice President

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004681 FRAME: 0011**

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

Mark	Filing Date	Registration No.
SIGNON SAN DIEGO	February 24, 1998	U.S. Reg. No. 2,138,250
SAN DIEGO UNION-TRIBUNE	August 8, 2011	U.S. App. No. 85/392,177
U-T (stylized)	August 8, 2011	U.S. App. No. 85/392,348
DISCOVERSD	August 8, 2011	U.S. App. No. 85/392,397
SAN DIEGO UNION-TRIBUNE	August 8, 2011	U.S. App. No. 85/392,066
U-T (stylized)	August 8, 2011	U.S. App. No. 85/392,374
SDPETS (and Design)	November 26, 2007	Cal. Reg. No. 113077
SDPETS (and Design)	November 26, 2007	Cal. Reg. No. 64215