

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.		05/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	10161 Centurion Parkway North, 2nd Fl.
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32256
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1239334	100 NEEDIEST CASES
Registration Number:	2501621	EVERYDAY
Registration Number:	3314639	FEAST
Registration Number:	4122623	FEAST
Registration Number:	3952650	FEAST MAGAZINE
Registration Number:	1976900	GET OUT
Registration Number:	1657386	ST. LOUIS POST-DISPATCH

CORRESPONDENCE DATA

Fax Number: 5633241616
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (563) 324-3246
 Email: USPTOmail@l-wlaw.com
 Correspondent Name: LANE & WATERMAN LLP
 Address Line 1: 220 N. Main Street, Suite 600
 Address Line 2: Attn: April A. Price

900254195

**TRADEMARK
 REEL: 005019 FRAME: 0914**

OP \$190.00 1239334

Address Line 4: Davenport, IOWA 52801

ATTORNEY DOCKET NUMBER: 14373-7 PULITZER INC

NAME OF SUBMITTER: April A. Price

Signature: /April A. Price/

Date: 05/02/2013

Total Attachments: 6

source=10. Trademark Grant - Pulitzer Inc#page1.tif

source=10. Trademark Grant - Pulitzer Inc#page2.tif

source=10. Trademark Grant - Pulitzer Inc#page3.tif

source=10. Trademark Grant - Pulitzer Inc#page4.tif

source=10. Trademark Grant - Pulitzer Inc#page5.tif

source=10. Trademark Grant - Pulitzer Inc#page6.tif

**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 1, 2013, between **PULITZER, INC.**, a Delaware corporation having its chief executive office at 201 N. Harrison Street, Davenport, Iowa 52801 (the “**Assignor**”), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.** having a representative office at Corporate Trust (Jacksonville), 10161 Centurion Parkway North, 2nd Floor, Jacksonville, FL 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, reference is made to that certain Note Agreement, dated as of May 1, 2013 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the “**Note Agreement**”) by and among St. Louis Post-Dispatch, a Delaware limited liability company (“**STL Post-Dispatch**”), the Assignor, and together with STL Post-Dispatch, (the “**Obligors**”), and the Purchasers named therein, pursuant to which, subject to the terms and conditions set forth therein, the Obligors issued the Notes to such Purchasers.

WHEREAS, reference is also made to that certain Subsidiary Guaranty Agreement, dated as of May 1, 2013 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the “**Subsidiary Guaranty Agreement**”) made by each Initial Subsidiary Grantor in favor of the Secured Parties, pursuant to which, subject to the terms and conditions set forth therein, such Persons have, among other things, guaranteed the full, complete and final payment and performance of the “**Guaranteed Obligations**” as defined in the Subsidiary Guaranty Agreement.

WHEREAS, pursuant to the terms of a Security Agreement, dated as of May 1, 2013 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, 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 Note Agreement and the other Transaction Documents 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 Transaction Documents and to make, extend and maintain financial accommodations 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, including, without limitation, each registered trademark, trade name and service mark and each trademark, trade name and service mark application for registration listed on **Schedule A** 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 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, and nothing in this Grant of Security Interest (Trademarks, Service Marks and Trade Names) shall be deemed to limit such rights and remedies.

The Assignor authorizes the recordation of this Grant of Security Interest (Trademarks, Service Marks and Trade Names) with the United States Patent and Trademark Office upon request by the Assignee.

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.

This Grant of Security Interest (Trademarks, Service Marks and Trade Names) and all obligations of the Assignor hereunder shall be binding upon the successors and assigns of the Assignor, and shall, together with the rights and remedies of the Assignee and the Secured Parties hereunder, inure to the benefit of the Assignee and the Secured Parties, and their respective successors and assigns.

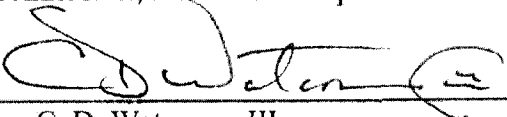
In the event of a conflict between the terms of this Grant of Security Interest (Trademarks, Service Marks and Trade Names) and the terms of the Security Agreement, the terms of the Security Agreement shall prevail.

[Remainder of page intentionally left blank.]

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

By: 

Name: C. D. Waterman III

Title: Secretary

[Signature Page to Grant of Security Interest in Trademarks]
(Pulitzer Inc.)

TRADEMARK
REEL: 005019 FRAME: 0919

ASSIGNEE:

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

By: *Teresa Petta*

Name: Teresa Petta

Title: Vice President

SCHEDULE A
U.S. TRADEMARKS

REGISTRATION NO.	MARK	REGISTRATION DATE
1239334	100 NEEDIEST CASES	5/24/1983
2501621	EVERYDAY	10/30/2001
3314639	FEAST	10/16/2007
4122623	FEAST	4/3/2012
3952650	FEAST MAGAZINE	4/26/2011
1976900	GET OUT	5/28/1996
1657386	ST. LOUIS POST-DISPATCH	9/17/1991