

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
Freedom Communications, Inc.		11/21/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	2 Greenwich Plaza
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 75

Property Type	Number	Word Mark
Registration Number:	2666318	FREEDOM COMMUNICATIONS, INC.
Registration Number:	2666322	
Registration Number:	4074788	DEAL OF THE DAY NEVER MISS A DEAL
Registration Number:	2024800	FREEDOM COMMUNICATIONS
Registration Number:	1974521	FREEDOM COMMUNICATIONS
Registration Number:	1273191	LAGUNA NIGUEL NEWS
Registration Number:	2506489	MYOC.COM
Registration Number:	2852345	MYORANGECOUNTY.COM
Registration Number:	4150030	TOUGH KNOCKS
Registration Number:	1275602	DANA POINT NEWS
Registration Number:	3632597	JUICE
Registration Number:	1846379	ALISO VIEJO NEWS
Registration Number:	3156842	ALISO VIEJO NEWS
Registration Number:	1807456	ANAHEIM BULLETIN

CH \$1890.00 2666318

Registration Number:	1807455	ANAHEIM HILLS NEWS
Registration Number:	3079595	CANYON LIFE
Registration Number:	1260458	CAPISTRANO VALLEY NEWS
Registration Number:	1300530	CAPISTRANO VALLEY NEWS
Registration Number:	3312348	CUT TO FIT YOUR LIFE
Registration Number:	1592976	DANA POINT NEWS
Registration Number:	3835979	DELIVERING MORE THAN NEWSPAPERS
Registration Number:	3442706	DISCOVER OC
Registration Number:	1806045	EXCELSIOR
Registration Number:	3451083	FREEDOM ORANGE COUNTY INFORMATION
Registration Number:	3606440	FREEDOM PRINTING
Registration Number:	1816819	FULLERTON NEWS TRIBUNE
Registration Number:	4038848	GET MORE OC
Registration Number:	3144689	IRVINE WORLD NEWS
Registration Number:	4003397	IT'S OC, RIGHT NOW
Registration Number:	3982825	JOBFINDER WEEKLY
Registration Number:	1227518	LAGUNA NEWS-POST
Registration Number:	3156843	LAGUNA NEWS-POST
Registration Number:	1592977	LAGUNA NIGUEL NEWS
Registration Number:	3147896	LAGUNA NIGUEL NEWS
Registration Number:	3266096	LAGUNA WOODS GLOBE
Registration Number:	3344202	OC POST
Registration Number:	3532672	OC POST.COM
Registration Number:	3472314	OC REAL ESTATE FINDER
Registration Number:	3745479	OCSAVER
Registration Number:	3798128	OCVARSITY
Registration Number:	4009448	OCVARSITY.COM
Registration Number:	4212218	ORANGECOUNTY.COM
Registration Number:	1894072	ORANGE CITY NEWS
Registration Number:	3257313	ORANGE COUNTY KIDS
Registration Number:	3962118	ORANGE COUNTY REGISTER COMMUNICATIONS
Registration Number:	1858544	PLACENTIA NEWS-TIMES
Registration Number:	1765814	RANCHO SANTA MAGARITA NEWS
Registration Number:	3636793	REGISTER ON DEMAND
Registration Number:	2570977	SADDLEBACK VALLEY NEWS

TRADEMARK

REEL: 005162 FRAME: 0114

	2106449	SMART CLASSIFIED
Registration Number:	3632767	SOCAL SPORTS NOW
Registration Number:	3561119	SQUEEZEEOC.COM
Registration Number:	3089884	STAR-PROGRESS
Registration Number:	2668110	SUN POST NEWS
Registration Number:	3156776	SUN POST NEWS
Registration Number:	2891992	TAKE BACK THE MORNING
Registration Number:	4280067	THE BEST OF OC
Registration Number:	2319974	THE BEST OF ORANGE COUNTY
Registration Number:	3079594	THE CURRENT
Registration Number:	3156777	THE FOUNTAIN VALLEY VIEW
Registration Number:	2603658	THE ORANGE COUNTY REGISTER
Registration Number:	3147897	THE TUSTIN NEWS
Registration Number:	3550238	THE WAVE
Registration Number:	3389955	WELCOME TO DESERT LIVING
Registration Number:	1236236	YORBA LINDA STAR
Registration Number:	1846727	SHOW
Serial Number:	86010715	LONG BEACH REGISTER
Serial Number:	85207597	OCMOMS
Serial Number:	85207593	OCMOMS.COM
Serial Number:	86030404	OC REGISTER MAGAZINE
Serial Number:	85893327	SANTA ANA REGISTER
Serial Number:	86036937	THE BEST OF LONG BEACH
Serial Number:	85588798	THE BEST OF ORANGE COUNTY
Serial Number:	86033083	THE GARDEN GROVE JOURNAL
Serial Number:	86040554	THE WEST OC BULLETIN

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: mmakover@paulweiss.com, dewilliams@paulweiss.com

Correspondent Name: Matthew S. Makover

Address Line 1: 1285 Avenue of the Americas

Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:

17245-052

TRADEMARK
REEL: 005162 FRAME: 0115

	Matthew S. Makover
Signature:	/Matthew S. Makover/
Date:	11/26/2013
Total Attachments: 9 source=EXECUTED - Freedom Trademark Security Agreement#page1.tif source=EXECUTED - Freedom Trademark Security Agreement#page2.tif source=EXECUTED - Freedom Trademark Security Agreement#page3.tif source=EXECUTED - Freedom Trademark Security Agreement#page4.tif source=EXECUTED - Freedom Trademark Security Agreement#page5.tif source=EXECUTED - Freedom Trademark Security Agreement#page6.tif source=EXECUTED - Freedom Trademark Security Agreement#page7.tif source=EXECUTED - Freedom Trademark Security Agreement#page8.tif source=EXECUTED - Freedom Trademark Security Agreement#page9.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Silver Point Finance, LLC ("Silver Point"), as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Freedom Communications, Inc., Freedom Communications Holdings, Inc. (collectively, the "Borrowers"), 2100 Freedom, Inc., certain subsidiaries of the Borrowers, as Guarantors, the Lenders from time to time party thereto, and Silver Point, as Administrative Agent and Collateral Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a Pledge and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), the Grantors granted to the Secured Parties a security interest in, and lien on, certain intellectual property owned by the Grantors and pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to the Agent, for itself and for the ratable benefit of the Secured Parties, a first priority security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all personal property of such Grantor including, but not limited to the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located, the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Cooperation. Each Grantor irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney in fact with full power and authority in the name of such Grantor or in the Agent's name, from time to time, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which such Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Section 5. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder. Except to the extent expressly permitted in the Pledge and Security Agreement, each Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 6. Counterparts. This Trademark Security Agreement 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.

Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES

THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

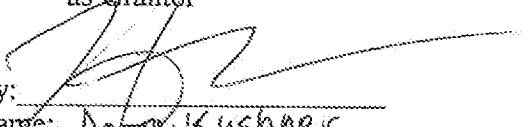
Section 8. Submission to Jurisdiction. THE UNDERSIGNED HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

[SIGNATURE PAGES FOLLOW]

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


**FREEDOM COMMUNICATIONS, INC.
DBA THE ORANGE COUNTY
REGISTER,**

as Grantor

By: 
Name: Doron Kushner
Title: CEO

ACCEPTED AND AGREED
as of the date first above written:

SILVER POINT FINANCE, LLC,
as Agent



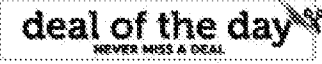

By: 
Name: Michael Gatto
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

1. REGISTERED TRADEMARKS

Mark	Owner	App. No.	Reg. No.
	Freedom Communications, Inc.	76/372,746	2,666,318
	Freedom Communications, Inc.	76/373,074	2,666,322
	Freedom Communications, Inc.	85/033,559	4,074,788
FREEDOM COMMUNICATIONS	Freedom Communications, Inc.	74/506,505	2,024,800
FREEDOM COMMUNICATIONS	Freedom Communications, Inc.	74/506,571	1,974,521
LAGUNA NIGUEL NEWS	Freedom Communications, Inc.	73/365,626	1,273,191
MYOC.COM	Freedom Communications, Inc.	76/169,474	2,506,489
MYORANGE COUNTY.COM	Freedom Communications, Inc.	76/169,471	2,852,345
TOUGH KNOCKS	Freedom Communications, Inc.	85/439,087	4,150,030
DANA POINT NEWS	Freedom Communications, Inc.	73/365,639	1,275,602
	Freedom Communications, Inc. dba The Orange County Register	77/412,970	3,632,597
ALISO VIEJO NEWS	Freedom Communications, Inc. dba The Orange County Register	74/215,558	1,846,379
ALISO VIEJO NEWS	Freedom Communications, Inc. dba The Orange County Register	78/618,460	3,156,842
ANAHEIM BULLETIN	Freedom Communications, Inc. dba The Orange County Register	74/310,227	1,807,456
ANAHEIM HILLS NEWS	Freedom Communications, Inc. dba The Orange County Register	74/309,840	1,807,455
CANYON LIFE	Freedom Communications, Inc. dba The Orange County Register	78/612,831	3,079,595
CAPISTRANO VALLEY NEWS	Freedom Communications, Inc. dba The Orange County Register	73/336,767	1,260,458

Mark	Owner	App. No.	Reg. No.
CAPISTRANO VALLEY NEWS	Freedom Communications, Inc. dba The Orange County Register	73/453,772	1,300,530
CUT TO FIT YOUR LIFE	Freedom Communications, Inc. dba The Orange County Register	78/912,734	3,312,348
DANA POINT NEWS	Freedom Communications, Inc. dba The Orange County Register	73/813,262	1,592,976
DELIVERING MORE THAN NEWSPAPERS	Freedom Communications, Inc. dba The Orange County Register	77/728,323	3,835,979
DISCOVER OC	Freedom Communications, Inc. dba The Orange County Register	78/858,698	3,442,706
EXCELSIOR	Freedom Communications, Inc. dba The Orange County Register	74/309,869	1,806,045
FREEDOM ORANGE COUNTY INFORMATION	Freedom Communications, Inc. dba The Orange County Register	78/806,479	3,451,083
FREEDOM PRINTING	Freedom Communications, Inc. dba The Orange County Register	77/041,845	3,606,440
FULLERTON NEWS TRIBUNE	Freedom Communications, Inc. dba The Orange County Register	74/310,212	1,816,819
GET MORE OC	Freedom Communications, Inc. dba The Orange County Register	77/511,827	4,038,848
IRVINE WORLD NEWS	Freedom Communications, Inc. dba The Orange County Register	78/612,871	3,144,689
IT'S OC, RIGHT NOW	Freedom Communications, Inc. dba The Orange County Register	77/967,674	4,003,397
JOBFINDER WEEKLY	Freedom Communications, Inc. dba The Orange County Register	78/513,865	3,982,825
LAGUNA NEWS-POST	Freedom Communications, Inc. dba The Orange County Register	73/365,640	1,227,518
LAGUNA NEWS-POST	Freedom Communications, Inc. dba The Orange County Register	78/618,465	3,156,843
LAGUNA NIGUEL NEWS	Freedom Communications, Inc. dba The Orange County Register	73/813,263	1,592,977
LAGUNA NIGUEL NEWS	Freedom Communications, Inc. dba The Orange County Register	78/612,814	3,147,896
LAGUNA WOODS GLOBE	Freedom Communications, Inc. dba The Orange County Register	78/681,957	3,266,096
OC POST	Freedom Communications, Inc. dba The Orange County Register	78/940,403	3,344,202
OC POST.COM	Freedom Communications, Inc. dba The Orange County Register	78/940,407	3,532,672
OC REAL ESTATE FINDER	Freedom Communications, Inc. dba The Orange County Register	78/907,943	3,472,314

Mark	Owner	App. No.	Reg. No.
OCSAVER	Freedom Communications, Inc. dba The Orange County Register	78/812,110	3,745,479
OCVARSITY	Freedom Communications, Inc. dba The Orange County Register	77/554,081	3,798,128
OCVARSITY.COM	Freedom Communications, Inc. dba The Orange County Register	85/216,288	4,009,448
ORANGECOUNTY.COM	Freedom Communications, Inc. dba The Orange County Register	85/069,931	4,212,218
ORANGE CITY NEWS	Freedom Communications, Inc. dba The Orange County Register	74/440,436	1,894,072
ORANGE COUNTY KIDS	Freedom Communications, Inc. dba The Orange County Register	78/847,743	3,257,313
ORANGE COUNTY REGISTER COMMUNICATIONS	Freedom Communications, Inc. dba The Orange County Register	77/397,573	3,962,118
PLACENTIA NEWS-TIMES	Freedom Communications, Inc. dba The Orange County Register	74/309,839	1,858,544
RANCHO SANTA MARGARITA NEWS	Freedom Communications, Inc. dba The Orange County Register	74/221,526	1,765,814
REGISTER ON DEMAND	Freedom Communications, Inc. dba The Orange County Register	78/640,320	3,636,793
SADDLEBACK VALLEY NEWS	Freedom Communications, Inc. dba The Orange County Register	76/116,636	2,570,977
SMART CLASSIFIED	Freedom Communications, Inc. dba The Orange County Register	75/088,120	2,106,449
SOCAL SPORTS NOW	Freedom Communications, Inc. dba The Orange County Register	77/448,769	3,632,767
SQUEEZE.OC.COM	Freedom Communications, Inc. dba The Orange County Register	78/637,475	3,561,119
STAR-PROGRESS	Freedom Communications, Inc. dba The Orange County Register	78/612,821	3,089,884
SUN POST NEWS	Freedom Communications, Inc. dba The Orange County Register	76/221,152	2,668,110
SUN POST NEWS	Freedom Communications, Inc. dba The Orange County Register	78/612,805	3,156,776
TAKE BACK THE MORNING	Freedom Communications, Inc. dba The Orange County Register	78/251,697	2,891,992
THE BEST OF OC	Freedom Communications, Inc. dba The Orange County Register	77/017,250	4,280,067
THE BEST OF ORANGE COUNTY	Freedom Communications, Inc. dba The Orange County Register	75/087,727	2,319,974
THE CURRENT	Freedom Communications, Inc. dba The Orange County Register	78/612,829	3,079,594

Mark	Owner	App. No.	Reg. No.
THE FOUNTAIN VALLEY VIEW	Freedom Communications, Inc. dba The Orange County Register	78/612,825	3,156,777
THE ORANGE COUNTY REGISTER	Freedom Communications, Inc. dba The Orange County Register	76/093,379	2,603,658
THE TUSTIN NEWS	Freedom Communications, Inc. dba The Orange County Register	78/612,819	3,147,897
THE WAVE	Freedom Communications, Inc. dba The Orange County Register	78/612,827	3,550,238
WELCOME TO DESERT LIVING	Freedom Communications, Inc. dba The Orange County Register	78/772,109	3,389,955
YORBA LINDA STAR	Freedom Communications, Inc. dba The Orange County Register	73/328,454	1,236,236
SHOW	The Orange County Register	74/442,200	1,846,727

2. TRADEMARK APPLICATIONS

Mark	Owner	App. No.	Reg. No.
LONG BEACH REGISTER	Freedom Communications, Inc. dba The Orange County Register	86/010,715	Pending
OCMOMS	Freedom Communications, Inc. dba The Orange County Register	85/207,597	Pending
OCMOMS.COM	Freedom Communications, Inc. dba The Orange County Register	85/207,593	Pending
OC REGISTER MAGAZINE	Freedom Communications, Inc. dba The Orange County Register	86/030,404	Pending
SANTA ANA REGISTER	Freedom Communications, Inc. dba The Orange County Register	85/893,327	Pending
THE BEST OF LONG BEACH	Freedom Communications, Inc. dba The Orange County Register	86/036,937	Pending
THE BEST OF ORANGE COUNTY	Freedom Communications, Inc. dba The Orange County Register	85/588,798	Pending
THE GARDEN GROVE JOURNAL	Freedom Communications, Inc. dba The Orange County Register	86/033,083	Pending
WEST OC BULLETIN	Freedom Communications, Inc. dba The Orange County Register	86/040,554	Pending