

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301354

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Tribune License, Inc.		11/21/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Morning Call, LLC		
<b>Street Address:</b>	101 North Sixth Street		
<b>City:</b>	Allentown		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	18101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1571905	THE MORNING CALL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Email:</b>	mwatkins@tribune.com		
<b>Correspondent Name:</b>	Salvador K. Karottki, Tribune Company		
<b>Address Line 1:</b>	435 North Michigan Avenue		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Salvador K. Karottki		
<b>SIGNATURE:</b>	/Salvador K. Karottki/		
<b>DATE SIGNED:</b>	04/14/2014		
<b>Total Attachments: 5</b>			
source=Masthead TM Assignment#page1.tif			
source=Masthead TM Assignment#page2.tif			
source=Masthead TM Assignment#page3.tif			
source=Masthead TM Assignment#page4.tif			
source=Masthead TM Assignment#page5.tif			

CH \$40.00 1571905

**RESTRUCTURING TRANSACTIONS**  
**MASTHEAD ASSIGNMENT AGREEMENT**

THIS RESTRUCTURING TRANSACTIONS MASTHEAD ASSIGNMENT AGREEMENT (this "Agreement") is made as of November 21, 2012, by and among Tribune License, Inc., a Delaware corporation (the "Assignor"), and each of the parties listed on the signature pages hereto as an Assignee (each, an "Assignee" and collectively, the "Assignees").

WHEREAS, pursuant to the Fourth Amended Joint Plan of Reorganization for Tribune Company and its Subsidiaries Proposed by the Debtors, the Official Committee of Unsecured Creditors, Oaktree Capital Management, L.P., Angelo, Gordon & Co., L.P., and JPMorgan Chase Bank, N.A., as confirmed by the United States Bankruptcy Court for the District of Delaware, Assignor shall assign and Assignee shall acquire, Assignor's right, title and interest in and to the trademarks set forth opposite such Assignee's name listed on Exhibit A hereto (the "Marks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and each Assignee hereby agree as follows:

1. Assignor hereby conveys, assigns, transfers and delivers absolutely to each Assignee, its successors and assigns free from encumbrances, all of Assignor's right, title and interest in and to the Marks set forth opposite such Assignee's name listed on Exhibit A hereto and the registrations and applications for registration, together with the goodwill of the Assignor which is symbolized by such Marks and all rights and powers arising or accrued therefrom including, without limitation, the right to sue and recover damages and other remedies for future and past infringements of such Marks and to fully and entirely stand in the place of Assignor in all matters related thereto. Assignor does further consent to the recordation of this Agreement by the Assignees with the Commissioner of Patents and Trademarks.

2. Assignor and each Assignee agree to take such further action and to execute, acknowledge and deliver to the other parties, at the reasonable request of any other party hereto, such instruments and take such other actions, at any time and from time to time after the execution of this Agreement, in order to effectuate the provisions of this Agreement or as may be otherwise necessary to perfect each Assignee's title in and to the applicable Marks.

3. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Delaware without giving effect to any conflicts or choice of laws provisions thereof that would cause the application of the domestic substantive laws of any other jurisdiction.

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute one agreement with the same effect as if the parties had signed the same signature page.

5. This Agreement constitutes the entire agreement among the parties and supersedes all prior written or oral discussions or agreements among the parties hereto with respect to the subject matter hereof and contains the sole and entire agreement among the parties hereto with respect to the subject matter hereof. This Agreement may not be amended except by a document signed by all parties hereto.

*[Signature pages follow]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

**TRIBUNE LICENSE, INC.**  
a Delaware corporation, as Assignor

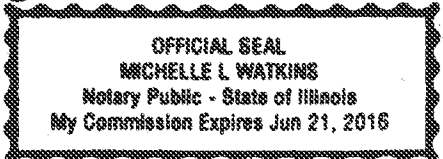
By: *Chandler Bigelow III*  
Name: Chandler Bigelow III  
Title: President/Assistant Treasurer

State of Illinois )  
County of Cook )

Then personally appeared the above named Assignor and acknowledged the foregoing act to be his/her free act and deed, before me, this 19<sup>th</sup> of December, 2012.

Notary Public *Michelle L. Watkins*

My commission expires: June 21, 2016



Acknowledged and accepted:

**CALIFORNIA COMMUNITY NEWS, LLC**  
a Delaware limited liability company, as Assignee

By: \_\_\_\_\_  
Name: Chris Avetisian  
Title: Treasurer

**LOS ANGELES TIMES COMMUNICATIONS LLC**  
a Delaware limited liability company, as Assignee

By: \_\_\_\_\_  
Name: Chris Avetisian  
Title: Senior Vice President / Treasurer

**THE BALTIMORE SUN COMPANY, LLC**  
a Delaware limited liability company, as Assignee

By: \_\_\_\_\_  
Name: Thomas F. Brown  
Title: Senior Vice President / Treasurer

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date first written above.

TRIBUNE LICENSE, INC.  
a Delaware corporation, as Assignor

By: \_\_\_\_\_  
Name: Chandler Bigelow III  
Title: President/Assistant Treasurer

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

Then personally appeared the above named Assignor and acknowledged the foregoing act to be his/her free act and deed, before me, this \_\_\_\_ of \_\_\_\_\_, 2012.

Notary Public \_\_\_\_\_

My commission expires: \_\_\_\_\_

Acknowledged and accepted:

CALIFORNIA COMMUNITY NEWS, LLC  
a Delaware limited liability company, as Assignee

By: Chris Avetisian  
Name: Chris Avetisian  
Title: Treasurer

LOS ANGELES TIMES COMMUNICATIONS LLC  
a Delaware limited liability company, as Assignee

By: Chris Avetisian  
Name: Chris Avetisian  
Title: Senior Vice President / Treasurer

THE BALTIMORE SUN COMPANY, LLC  
a Delaware limited liability company, as Assignee

By: Thomas F. Brown  
Name: Thomas F. Brown  
Title: Senior Vice President / Treasurer

Signature Page to  
Restructuring Transactions Masthead Assignment Agreement

**THE HARTFORD COURANT COMPANY, LLC**  
a Delaware limited liability company, as Assignee

By: 

Name: Thomas F. Brown

Title: Treasurer

**THE MORNING CALL, LLC**  
a Delaware limited liability company, as Assignee

By: 

Name: Thomas F. Brown

Title: Senior Vice President / Treasurer

*Signature Page to  
Restructuring Transactions Masthead Assignment Agreement*

**TRADEMARK**  
**REEL: 005259 FRAME: 0995**

**EXHIBIT A**

<u>Assignee</u>	<u>Marks</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
California Community News, LLC	DAILY PILOT	United States	1982579	6/25/1996
	GLENDAL NEWS-PRESS	United States	2249088	6/1/1999
	FOOTHILL LEADER	United States	2255069	6/22/1999
	BURBANK LEADER	United States	2218767	1/19/1999
Los Angeles Times Communications LLC	LOS ANGELES TIMES (Stylized)	United States	0989634	7/30/1974
	LOS ANGELES TIMES	United States	0987427	7/2/1974
	LOS ANGELES TIMES	Japan	2542868	5/31/1993
	LOS ANGELES TIMES	Russian Federation	92634	12/24/1990
	LATIMES.COM	United States	2210150	12/15/1998
The Baltimore Sun Company, LLC	THE SUN	United States	1568347	11/28/1989
	THE SUN & Design	United States	230093	7/12/1927
	THE BALTIMORE SUN'S CAREER FAIR	United States	2675057	1/14/2003
	BALTIMORE'S BEST DARN YARD SALE	United States	2664877	12/17/2002
The Hartford Courant Company, LLC	COURANT DIRECT & Design	United States	1839581	6/14/1994
	COURANT.COM	United States	2268085	8/10/1999
	THE HARTFORD COURANT & Design	United States	2258814	7/6/1999
The Morning Call, LLC	THE MORNING CALL	United States	1571905	12/19/1989

**TRADEMARK**