

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309984

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPITAL-GAZETTE COMMUNICATIONS, LLC		07/07/2014	LIMITED LIABILITY COMPANY: MARYLAND
CARROLL COUNTY TIMES, LLC		07/07/2014	LIMITED LIABILITY COMPANY: MARYLAND
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	10 S. Dearborn, 7th Fl		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2454745	THE CAPITAL A CAPITAL-GAZETTE NEWSPAPER	
Registration Number:	2454752	MARYLAND GAZETTE A CAPITAL-GAZETTE NEWSP	
Registration Number:	2454773	THE BOWIE BLADE-NEWS A CAPITAL-GAZETTE N	
Registration Number:	4050999	CROFTON WEST COUNTY GAZETTE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F150662		
NAME OF SUBMITTER:	Karen S. Cottrell		
SIGNATURE:	/Karen S. Cottrell/		
DATE SIGNED:	07/08/2014		

TRADEMARK

Total Attachments: 6

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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 7, 2014, made by each of the Subsidiaries of the Borrower (as defined below) party hereto (the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of December 27, 2013, among Tribune Company (the "Borrower"), the Lenders and the Agent (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make a single loan to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a supplement to the Security Agreement dated as of December 27, 2013, by the Borrower and the other parties thereto in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantors granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantors have duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors agree as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that it granted to the 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 (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without limitation those Trademarks set forth on Schedule I hereto and, to the extent not otherwise included,

all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Collateral Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission.

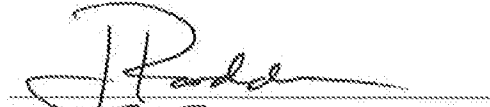
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IN WITNESS WHEREOF, the Grantors and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CAPITAL-GAZETTE
COMMUNICATIONS, LLC
CARROLL COUNTY TIMES, LLC,
as Grantors

By:

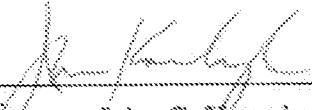


Name: Jack Rodden

Title: Assistant Treasurer

[SIGNATURE PAGE TO NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS]

JPMORGAN CHASE BANK, N.A.,
as Agent

By: 
Name: John G. Kowalczyk
Title: Executive Director

[SIGNATURE PAGE TO NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS]

SCHEDULE I

Trademark Registrations

Mark	Current Owner	Serial Number	Filing Date	Reg Number	Reg Date
The Capital A Capital-Gazette Newspaper	Capital-Gazette Communications, LLC	75832623	10/27/1999	2,454,745	5/29/2001
Maryland Gazette A Capital-Gazette Newspaper	Capital-Gazette Communications, LLC	75834164	10/27/1999	2,454,752	5/29/2001
The Bowie Blade-News A Capital-Gazette Newspaper	Capital-Gazette Communications, LLC	75838261	10/27/1999	2,454,773	5/29/2001
Crofton West County Gazette	Capital-Gazette Communications	85096005	7/29/2010	4,050,999	11/1/2011

State Trademarks

TRADEMARK	Owner	Serial Number	Filing Date
The Capital A Capital-Gazette Newspaper	Capital-Gazette Communications, LLC	2000/00873— Maryland	11/16/09
The Bowie Blade-News A Capital-Gazette Newspaper	Capital-Gazette Communications, LLC	2000/00874— Maryland	11/16/09
Maryland Gazette A Capital-Gazette Newspaper	Capital-Gazette Communications, LLC	2000/00872— Maryland	11/16/09
Carroll County Times	Carroll County Times, LLC	1997/00277— Maryland	5/31/07

TRADEMARK	Owner	Serial Number	Filing Date
Carroll County Times	Carroll County Times, LLC	2000-01080— Maryland	9/26/00
Carroll Families	Carroll County Times, LLC	1998/00451— Maryland	1/21/08
Carroll Living	Carroll County Times, LLC	2007-0112— Maryland	7/19/07
Carroll Seniors	Carroll County Times, LLC	2005-0156— Maryland	12/6/05
Central Maryland Homes	Carroll County Times, LLC	2002-0172— Maryland	8/16/12
Community Times	Carroll County Times, LLC	1997/00276— Maryland	5/31/07
Encore	Carroll County Times, LLC	2005-0125— Maryland	9/19/05
Focus	Carroll County Times, LLC	2005-0154— Maryland	12/6/05
Holiday Hope	Carroll County Times, LLC	2007-0044— Maryland	4/3/07
Purchasing Power	Carroll County Times, LLC	2005-0157— Maryland	12/6/05
The Advocate of Eldersburg & Sykeville	Carroll County Times, LLC	2005-0155— Maryland	12/6/05
The Advocate of Westminster & Finksburg	Carroll County Times, LLC	2004-0091— Maryland	8/3/04
York, Adams Homes	Carroll County Times, LLC	3048972— Pennsylvania	1/24/02