

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321346

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Baseline Acquisitions LLC		10/24/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Agent		
<b>Street Address:</b>	10 S. Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: OHIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3973056		
<b>Registration Number:</b>	3756829	INFOSOURCE	
<b>Registration Number:</b>	3751398	SCRIPTLOG	
<b>Registration Number:</b>	3611926	BASELINE	
<b>Registration Number:</b>	3618908	FILMTRACKER	
<b>Registration Number:</b>	3618907	SCRIPTSHARK	
<b>Registration Number:</b>	3618901	THE STUDIO SYSTEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Darlena Bari Stark		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F152372		
<b>NAME OF SUBMITTER:</b>	Karen S. Cottrell		

OP \$190.00 3973056

<b>SIGNATURE:</b>	/Karen S. Cottrell/
<b>DATE SIGNED:</b>	10/28/2014
<b>Total Attachments: 6</b> source=#86516659v1 - (Trademark Security Agreement - October 2014 Joinder - NCR)#page2.tif source=#86516659v1 - (Trademark Security Agreement - October 2014 Joinder - NCR)#page3.tif source=#86516659v1 - (Trademark Security Agreement - October 2014 Joinder - NCR)#page4.tif source=#86516659v1 - (Trademark Security Agreement - October 2014 Joinder - NCR)#page5.tif source=#86516659v1 - (Trademark Security Agreement - October 2014 Joinder - NCR)#page6.tif source=#86516659v1 - (Trademark Security Agreement - October 2014 Joinder - NCR)#page7.tif	

**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 October 24, 2014, made by the Subsidiary of the Borrower (as defined below) party hereto (the "Grantor"), 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 Media 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 Grantor has executed and delivered a supplement, dated as of the date hereof, 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 Grantor 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 Grantor has 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 Grantor agrees 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. The 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 the 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 the Grantor or in which the 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 Grantor 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 Grantor does 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.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor 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.

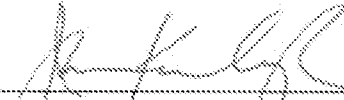
BASELINE ACQUISITIONS, LLC,  
as Grantor

By:   
Name: Jack Rodden  
Title: Assistant Treasurer

[SIGNATURE PAGE TO NOTICE OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK**  
**REEL: 005388 FRAME: 0945**

JPMORGAN CHASE BANK, N.A.,  
as Agent

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

[SIGNATURE PAGE TO NOTICE OF SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK**  
**REEL: 005388 FRAME: 0946**

SCHEDULE I

Trademark Registrations

<b>Mark</b>	<b>Current Owner</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Reg Number</b>	<b>Reg Date</b>
Design Mark	Baseline Acquisitions LLC (f/k/a Baseline Acquisitions Corp.)	85053498	6/3/2010	3,973,056	6/7/2011
INFOSOURCE	Baseline Acquisitions LLC (f/k/a Baseline Acquisitions Corp.)	77680057	2/27/2009	3,756,829	3/9/2010
SCRIPTLOG	Baseline Acquisitions LLC (f/k/a Baseline Acquisitions Corp.)	77679719	2/27/2009	3,751,398	2/23/2010
BASELINE	Baseline Acquisitions LLC (f/k/a Baseline Acquisitions Corp.)	77572098	9/17/2008	3,611,926	4/28/2009
FILMTRACKER	Baseline Acquisitions LLC (f/k/a Baseline Acquisitions Corp.)	77572549	9/17/2008	3,618,908	5/12/2009

Mark	Current Owner	Serial Number	Filing Date	Reg Number	Reg Date
SCRIPTSHARK	Baseline Acquisitions LLC (f/k/a Baseline Acquisitions Corp.)	77572547	9/17/2008	3,618,907	5/12/2009
THE STUDIO SYSTEM	Baseline Acquisitions LLC (f/k/a Baseline Acquisitions Corp.)	77572239	9/17/2008	3,618,901	5/12/2009