

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Civitas Media, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Wilkes-Barre Publishing, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Heartland Publications, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
OCM, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Tabella WBP Real Estate 1, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Tabella WBP Real Estate 2, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Tabella WBP Real Estate 3, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
OCM Real Estate, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Testor FCI Acquisition, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Testor FCI Real Estate 1, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Testor FCI Real Estate 2, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Testor FCI Real Estate 3, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
Testor FCI Real Estate 4, LLC		09/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank, N.A.		
Street Address:	45 Dan Road		
Internal Address:	Suite 210		
City:	Canton		
State/Country:	MASSACHUSETTS		
Postal Code:	02021		
Entity Type:	National Association: UNITED STATES		

OP \$165.00 3777899

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3777899	MYOWN
Registration Number:	4687591	SILVER MEDALLION ACADEMIC EXCELLENCE
Serial Number:	86238218	SERVING YOU YOUR WORLD
Serial Number:	86330276	SILVER MEDALLION ACADEMIC EXCELLENCE
Serial Number:	86238204	CIVITAS MEDIA
Serial Number:	86238197	CIVITAS MEDIA

CORRESPONDENCE DATA

Fax Number: 8004947512

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.

Phone: 202-370-4750

Email: ipteam@nationalcorp.com

Correspondent Name: Dwayne C. Houston

Address Line 1: 1025 Vermont Avenue NW, Suite 1130

Address Line 2: National Corporate Research, Ltd.

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F158630
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	10/02/2015

Total Attachments: 10

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FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Amendment"), dated as of September 29, 2015 by and among (i) Civitas Media, LLC, a Delaware limited liability company (the "Borrower"), (ii) the entities listed on Schedule 1 attached hereto ((i) and (ii) individually and collectively, jointly and severally, the "Grantor") and (iii) Citizens Bank, N.A., formerly known as RBS Citizens, N.A., a national banking association, in its capacity as administrative agent for the Lenders party to the Credit Agreement (as defined below) (collectively, with its successors and assigns, in such capacity, the "Agent"), in consideration of the mutual covenants contained herein and benefits to be derived herefrom.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement dated as of August 31, 2012, as amended pursuant to that certain First Amendment to Credit Agreement dated as of April 21, 2014, as further amended pursuant to that certain Second Amendment to Credit Agreement dated as of October 24, 2014 (as amended, modified, supplemented or restated and in effect from time to time, the "Credit Agreement"), by and among the Grantor, Civitas Financing, LLC, the lenders party thereto from time to time (the "Lenders"), RBS Citizens, N.A., as Issuing Bank, and the Agent, pursuant to which the Agent and the Lenders have agreed to make a certain Term Loan and Revolving Loans (collectively, the "Loans") to the Borrower, upon the terms and subject to the conditions specified in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered to the Agent an Intellectual Property Security Agreement dated as of August 31, 2012 (as amended, modified, supplemented or restated and in effect from time to time, the "Agreement"), pursuant to which the Grantor granted to the Agent, for its own benefit and for the benefit of the Lenders, a security interest in and to the IP Collateral, in order to secure the Obligations; and

WHEREAS, Grantor has informed the Agent that Grantor has acquired additional intellectual property that should be added to the Agreement as IP Collateral.

NOW, THEREFORE, in consideration of the mutual conditions and agreements set forth in this Agreement, and for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor and the Agent (and each of their respective successors or assigns) hereby agree as follows:

SECTION 1. Amendment to Agreement. The Agreement is hereby amended by deleting Exhibit D thereto in its entirety and inserting Exhibit D attached hereto in its stead.

SECTION 2. Limited Amendment. Except as specifically amended hereby, the terms and conditions of the Agreement and the other Loan Documents shall remain in full force and effect, and are hereby ratified and affirmed in all respects. This Amendment shall not be deemed

a waiver of, or consent to, or a modification or amendment of, any other term or condition of the Agreement or any other Loan Document, except as expressly set forth herein.

SECTION 3. Choice of Laws. This Amendment shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, without reference to the conflicts or choice of laws principles thereof, except to the extent that remedies provided by the laws of any State other than Massachusetts are governed by the laws of said State.

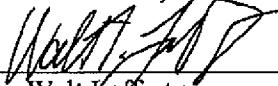
SECTION 4. Counterparts. This Amendment may be executed and delivered by exchange of facsimile signatures of the parties, and those signatures need not be affixed to the same copy. This Amendment may be executed in any number of counterparts.

[SIGNATURE PAGE FOLLOWS]

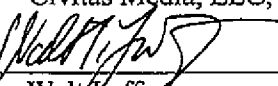
IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

CIVITAS MEDIA, LLC

By: 
Name: Walt Lafferty
Title: SVP, Finance and Administration

HEARTLAND PUBLICATIONS, LLC

By: Civitas Media, LLC, its Sole Member
By: 
Name: Walt Lafferty
Title: SVP, Finance and Administration

WILKES-BARRE PUBLISHING, LLC

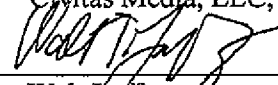
By: Civitas Media, LLC, its Sole Member
By: 
Name: Walt Lafferty
Title: SVP, Finance and Administration

TABELLA WBP REAL ESTATE 1, LLC

By: _____
Name: William R. Quinn
Title: Authorized Signatory

TABELLA WBP REAL ESTATE 2, LLC

By: _____
Name: William R. Quinn
Title: Authorized Signatory

[Signature Page to First Amendment to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTOR:

CIVITAS MEDIA, LLC

By: _____
Name: Walt Lafferty
Title: SVP, Finance and Administration

HEARTLAND PUBLICATIONS, LLC

By: Civitas Media, LLC, its Sole Member

By: _____
Name: Walt Lafferty
Title: SVP, Finance and Administration

WILKES-BARRE PUBLISHING, LLC

By: Civitas Media, LLC, its Sole Member

By: _____
Name: Walt Lafferty
Title: SVP, Finance and Administration

TABELLA WBP REAL ESTATE 1, LLC

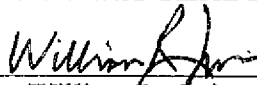
By:  _____
Name: William R. Quinn
Title: Authorized Signatory

TABELLA WBP REAL ESTATE 2, LLC

By:  _____
Name: William R. Quinn
Title: Authorized Signatory

[Signature Page to First Amendment to Intellectual Property Security Agreement]

TABELLA WBP REAL ESTATE 3, LLC

By: William R. Quinn
Name: William R. Quinn
Title: Authorized Signatory

OCM, LLC

By: Civitas Media, LLC, its Sole Member

By: _____
Name: Walt Lafferty
Title: SVP, Finance and Administration

OCM REAL ESTATE, LLC

By: William R. Quinn
Name: William R. Quinn
Title: Authorized Signatory

TESTOR FCI ACQUISITION, LLC

By: William R. Quinn
Name: William R. Quinn
Title: Authorized Person

TESTOR FCI REAL ESTATE 1, LLC

By: William R. Quinn
Name: William R. Quinn
Title: Authorized Signatory

TESTOR FCI REAL ESTATE 2, LLC

By: William R. Quinn
Name: William R. Quinn
Title: Authorized Signatory


[Signature Page to First Amendment to Intellectual Property Security Agreement]

TABELLA WBP REAL ESTATE 3, LLC

By: _____
Name: William R. Quinn
Title: Authorized Signatory

OCM, LLC

By: Civitas Media, LLC, its Sole Member

By:  _____
Name: Walt Lafferty
Title: SVP, Finance and Administration

OCM REAL ESTATE, LLC

By: _____
Name: William R. Quinn
Title: Authorized Signatory

TESTOR FCI ACQUISITION, LLC

By: _____
Name: William R. Quinn
Title: Authorized Person

TESTOR FCI REAL ESTATE 1, LLC

By: _____
Name: William R. Quinn
Title: Authorized Signatory

TESTOR FCI REAL ESTATE 2, LLC

By: _____
Name: William R. Quinn
Title: Authorized Signatory

[Signature Page to First Amendment to Intellectual Property Security Agreement]

TESTOR FCI REAL ESTATE 3, LLC

By: William R. Quinn
Name: William R. Quinn
Title: Authorized Signatory

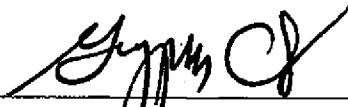
TESTOR FCI REAL ESTATE 4, LLC

By: William R. Quinn
Name: William R. Quinn
Title: Authorized Signatory

[Signature Page to First Amendment to Intellectual Property Security Agreement]

AGENT:

CITIZENS BANK, N.A.

By: 
Name: Gregory R. D. Clark
Title: Executive Vice President

[Signature Page to First Amendment to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005636 FRAME: 0284

SCHEDULE 1



1. Wilkes-Barre Publishing, LLC
2. Heartland Publications, LLC
3. OCM, LLC
4. Tabella WBP Real Estate 1, LLC
5. Tabella WBP Real Estate 2, LLC
6. Tabella WBP Real Estate 3, LLC
7. OCM Real Estate, LLC
8. Testor FCI Acquisition, LLC
9. Testor FCI Real Estate 1, LLC
10. Testor FCI Real Estate 2, LLC
11. Testor FCI Real Estate 3, LLC
12. Testor FCI Real Estate 4, LLC

Schedule 1

EXHIBIT D

List of Trademarks and Trademark Licenses

Trademark Registrations

Mark	Application No.	Registration No.	Registration Date	Jurisdiction
MYOWN	77/823,555	3,777,899	April 20, 2010	USA
SERVING YOU YOUR WORLD	86238218			USA
SILVER MEDALLION ACADEMIC EXCELLENCE	86288189	4687591	February 17, 2015	USA
	86330276			USA
	86238204			USA
CIVITAS MEDIA	86238197			USA

Trademark Licenses

None.

Exhibit D