

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM402899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		10/20/2016	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Eastern Colorado Publishing Company		
Street Address:	5450 Western Avenue		
City:	Boulder		
State/Country:	COLORADO		
Postal Code:	80301		
Entity Type:	Corporation: DELAWARE		
Name:	Lowell Publishing Company		
Street Address:	101 West Colfax Avenue, Suite 1100		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
Name:	New England Newspapers, Inc.		
Street Address:	175 South Church Street		
City:	Pittsfield		
State/Country:	MASSACHUSETTS		
Postal Code:	01201		
Entity Type:	Corporation: DELAWARE		
Name:	MEDIANEWS GROUP INTERACTIVE, INC.		
Street Address:	Suite 2100 1560 Broadway		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	Corporation: DELAWARE		
Name:	Northwest Publications, LLC		
Street Address:	345 CEDAR STREET		
City:	St. Paul		

CH \$790.00 4002926

State/Country:	MINNESOTA
Postal Code:	55101
Entity Type:	Limited Liability Company: DELAWARE
Name:	PIONEER PRESS DIGITAL, LLC
Street Address:	345 CEDAR STREET
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55101
Entity Type:	Limited Liability Company: DELAWARE
Name:	Torrance Holdings, LLC
Street Address:	101 WEST COLFAX AVENUE SUITE 1100
City:	DENVER
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: DELAWARE
Name:	21st Century Media, Inc.
Street Address:	101 West Colfax Avenue, Suite 1100
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Corporation: DELAWARE
Name:	Utah Media, Inc.
Street Address:	155 EAST COURT AVENUE
City:	Murray
State/Country:	UTAH
Postal Code:	84107
Entity Type:	Corporation: DELAWARE
Name:	West Coast MediaNews LLC
Street Address:	101 West Colfax Avenue
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: DELAWARE
Name:	Kearns-Tribune, LLC
Street Address:	101 West Colfax Avenue, Suite 1100
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	Limited Liability Company: DELAWARE

TRADEMARK

REEL: 005906 FRAME: 0018

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4002926	ADHAWK CENTRAL
Registration Number:	1616671	MEDIANEWS GROUP
Registration Number:	1585560	MEDIANEWS GROUP
Registration Number:	2943329	MEDIANEWS GROUP
Registration Number:	3763938	SOUTHERN CALIFORNIA SPACES
Registration Number:	3900342	ADTAXI NETWORKS
Registration Number:	3900343	ADTAXI NETWORKS
Registration Number:	3532843	THE SALT LAKE TRIBUNE
Registration Number:	3566260	THE SALT LAKE TRIBUNE
Registration Number:	1785489	EL ECONOMICO
Registration Number:	3141159	MOTORWAY
Registration Number:	2836096	PRESS-TELEGRAM
Registration Number:	3324592	TRAFFICMAX
Registration Number:	2894277	TRI STATE TRADER
Registration Number:	2043577	ST. PAUL PIONEER PRESS
Registration Number:	2718196	TWIN CITIES' HOME PAGE
Registration Number:	2684861	TWINCITIES.COM
Registration Number:	2010107	RAVE!
Registration Number:	2848117	ALLAROUNDPHILLY
Registration Number:	2674285	ALLAROUNDPHILLY.COM
Registration Number:	2499375	BEST OF CONNECTICUT
Registration Number:	2331480	THE CONNECTICUT BRIDE
Registration Number:	3223982	CONNECTICUT HOME & GARDEN
Registration Number:	1315722	CONNECTICUT MAGAZINE
Registration Number:	1484234	HM
Registration Number:	1229664	THE LITCHFIELD COUNTY TIMES
Registration Number:	3381698	OAKLAND PRESS
Registration Number:	3897359	THE TRENTONIAN
Serial Number:	77208676	ALLAROUNDPHILLY ROCKFEST
Registration Number:	2365307	THE WESTCHESTER COUNTY TIMES
Registration Number:	2384815	THE PARK RECORD

CORRESPONDENCE DATA

Fax Number: 2128721002

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: 212-872-7441

Email: cjoyce@akingump.com, kkoehler@akingump.com

Correspondent Name: Clare Joyce
Address Line 1: One Bryant Park
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Kwan Koehler

SIGNATURE: /Kwan Koehler/

DATE SIGNED: 10/21/2016

Total Attachments: 27

source=Release of Security Interest in Trademarks by BoNY#page1.tif
source=Release of Security Interest in Trademarks by BoNY#page2.tif
source=Release of Security Interest in Trademarks by BoNY#page3.tif
source=Release of Security Interest in Trademarks by BoNY#page4.tif
source=Release of Security Interest in Trademarks by BoNY#page5.tif
source=Release of Security Interest in Trademarks by BoNY#page6.tif
source=Release of Security Interest in Trademarks by BoNY#page7.tif
source=Release of Security Interest in Trademarks by BoNY#page8.tif
source=Release of Security Interest in Trademarks by BoNY#page9.tif
source=Release of Security Interest in Trademarks by BoNY#page10.tif
source=Release of Security Interest in Trademarks by BoNY#page11.tif
source=Release of Security Interest in Trademarks by BoNY#page12.tif
source=Release of Security Interest in Trademarks by BoNY#page13.tif
source=Release of Security Interest in Trademarks by BoNY#page14.tif
source=Release of Security Interest in Trademarks by BoNY#page15.tif
source=Release of Security Interest in Trademarks by BoNY#page16.tif
source=Release of Security Interest in Trademarks by BoNY#page17.tif
source=Release of Security Interest in Trademarks by BoNY#page18.tif
source=Release of Security Interest in Trademarks by BoNY#page19.tif
source=Release of Security Interest in Trademarks by BoNY#page20.tif
source=Release of Security Interest in Trademarks by BoNY#page21.tif
source=Release of Security Interest in Trademarks by BoNY#page22.tif
source=Release of Security Interest in Trademarks by BoNY#page23.tif
source=Release of Security Interest in Trademarks by BoNY#page24.tif
source=Release of Security Interest in Trademarks by BoNY#page25.tif
source=Release of Security Interest in Trademarks by BoNY#page26.tif
source=Release of Security Interest in Trademarks by BoNY#page27.tif

RELEASE OF SECURITY INTEREST IN TRADEMARKS AND COPYRIGHTS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS AND COPYRIGHTS (“Release”), confirms that on October 20, 2016, the security interest granted to The Bank of New York Mellon Trust Company, N.A. (“BoNY”) by Media News Group, Inc. (“MNG”) and certain of its subsidiaries was terminated. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Security Agreement (as defined below)

WHEREAS, on December 30, 2013 BoNY, MNG and the other grantors party thereto entered into the Security Agreement (the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, Eastern Colorado Publishing Company, Lowell Publishing Company, New England Newspapers, Inc., MediaNews Group Interactive, Inc., Northwest Publications, LLC, Pioneer Press Digital, LLC, Torrance Holdings, LLC, 21st Centure Media, Inc., Utah Media, Inc., West Coast MediaNews LLC and Kearns-Tribune, LLC executed the Trademark Security Agreement, dated as of December 30, 2013 in favor of BoNY (the “2013 Trademark Security Agreement”) attached as Exhibit A hereto;

WHEREAS, the 2013 Trademark Security Agreement was recorded at the United States Patent and Trademark Office on December 30, 2013 at reel/frame number 5183/0758;

WHEREAS, pursuant to the Security Agreement, Bay Area News Group East Bay, LLC, California Newspapers Partnership, Contra Costa Newspapers, LLC and San Jose Mercury-News, LLC executed the Trademark Security Agreement, dated as of June 26, 2015 in favor of BoNY (the "2015 Trademark Security Agreement" and, together with the 2013 Trademark Security Agreement, the "Trademark Security Agreements") attached as Exhibit B hereto;

WHEREAS, the 2015 Trademark Security Agreement was recorded at the United States Patent and Trademark Office on June 26, 2015 at reel/frame number 5563/0060;

WHEREAS, pursuant to the Security Agreement, Charlestown Publishing Company, Los Angeles Daily News Publishing Company, Lowell Publishing Company, New England Newspapers, Inc., Northwest Publications, LLC and 21st Centure Media, Inc. executed the Copyright Security Agreement, dated as of December 30, 2013 in favor of BoNY (the “Copyright Security Agreement” and together with the Security Agreement and the Trademark Security Agreements, the “Security Documents”) attached as Exhibit C hereto;

WHEREAS, through a payoff made on October 20, 2016, the Secured Obligations were satisfied and the underlying security interest terminated; and this Release is intended to confirm said release and termination of all liens, security interests, and other encumbrances in and to the Trademarks and Copyrights created under the Security Documents in favor of BoNY.

NOW, THEREFORE, the parties hereto confirm the following:

1. This Release confirms that the entire security interest and all other rights and interests granted to BoNY under the Security Documents in and to the Trademarks and Copyrights have been released and permanently terminated.

2. This Release is intended to be recorded in the U.S. Patent and Trademark Office and the United States Copyright Office to confirm and evidence the foregoing release and termination of the security interest and rights created under the Security Documents.

IN WITNESS WHEREOF, BoNY has caused this Release to be executed by a duly authorized signatory.

The Bank of New York Mellon Trust Company, N.A.

By: Moses T. Ballenger Jr.
Name: Moses T. Ballenger Jr.
Title: Assistant Vice President

EXHIBIT A

2013 Trademark Security Agreement

(See attached)

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eastern Colorado Publishing Company		12/30/2013	CORPORATION: DELAWARE
Lowell Publishing Company		12/30/2013	CORPORATION: DELAWARE
MediaNews Group Interactive, Inc.		12/30/2013	CORPORATION: DELAWARE
New England Newspapers, Inc.		12/30/2013	CORPORATION: DELAWARE
Northwest Publications, LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
Pioneer Press Digital, LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
Torrance Holdings, LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
21st Century Media, Inc.		12/30/2013	CORPORATION: DELAWARE
Utah Media, Inc.		12/30/2013	CORPORATION: DELAWARE
West Coast MediaNews LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
Keams-Tribune, LLC		12/30/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon Trust Company, N.A.
Street Address:	601 Travis Street, 16th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4002926	ADHAWK CENTRAL
Registration Number:	1616671	MEDIANEWS GROUP

CH \$790.00 4002926

Registration Number:	1585560	MEDIANEWS GROUP
Registration Number:	2943329	MEDIANEWS GROUP
Registration Number:	3763938	SOUTHERN CALIFORNIA SPACES
Registration Number:	3900342	ADTAXI NETWORKS
Registration Number:	3900343	ADTAXI NETWORKS
Registration Number:	3532843	THE SALT LAKE TRIBUNE
Registration Number:	3566260	THE SALT LAKE TRIBUNE
Registration Number:	1785489	EL ECONOMICO
Registration Number:	3141159	MOTORWAY
Registration Number:	2836096	PRESS-TELEGRAM
Registration Number:	3324592	TRAFFICMAX
Registration Number:	2894277	TRI-STATE TRADER
Registration Number:	2043577	ST. PAUL PIONEER PRESS
Registration Number:	2718196	TWIN CITIES' HOME PAGE
Registration Number:	2684861	TWINCITIES.COM
Registration Number:	2010107	RAVEI
Registration Number:	2848117	ALLAROUNDPHILLY
Registration Number:	2674285	ALLAROUNDPHILLY.COM
Registration Number:	2499375	BEST OF CONNECTICUT
Registration Number:	2331480	THE CONNECTICUT BRIDE
Registration Number:	3223982	CONNECTICUT HOME & GARDEN
Registration Number:	1315722	CONNECTICUT MAGAZINE
Registration Number:	1484234	HM
Registration Number:	1229664	THE LITCHFIELD COUNTY TIMES
Registration Number:	3381698	OAKLAND PRESS
Registration Number:	3897359 ¹	THE TRENTONIAN
Serial Number:	77208676	ALLAROUNDPHILLY ROCKFEST
Registration Number:	2365307	THE WESTCHESTER COUNTY TIMES
Registration Number:	2384815	THE PARK RECORD

CORRESPONDENCE DATA

Fax Number: 2129692900

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

Phone: 212-969-3000

Email: trademark@proskauer.com

TRADEMARK
REEL: 005183 FRAME: 0759
TRADEMARK
REEL: 005906 FRAME: 0026

Correspondent Name: Jenifer deWolf Paine
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	17525-001
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	12/30/2013

Total Attachments: 11

source=17 - Trademark Security Agreement#page1.tif
source=17 - Trademark Security Agreement#page2.tif
source=17 - Trademark Security Agreement#page3.tif
source=17 - Trademark Security Agreement#page4.tif
source=17 - Trademark Security Agreement#page5.tif
source=17 - Trademark Security Agreement#page6.tif
source=17 - Trademark Security Agreement#page7.tif
source=17 - Trademark Security Agreement#page8.tif
source=17 - Trademark Security Agreement#page9.tif
source=17 - Trademark Security Agreement#page10.tif
source=17 - Trademark Security Agreement#page11.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of December, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association ("BONY"), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, MediaNews Group, Inc. (the "Issuer"), the other Grantors party thereto and the Agent are parties to that certain Indenture, dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), pursuant to which the Issuer has issued \$125,000,000 of its 12% Senior Secured Notes due 2018 (the "Initial Notes") and may issue additional notes from time to time in accordance with the Indenture (the "Additional Notes" and, together with the Initial Notes, the "Notes"); and

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Issuer as provided for in the Indenture, the other Note Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of December 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses with respect to Trademarks ("Trademark Intellectual Property Licenses") to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property

License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto, and Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

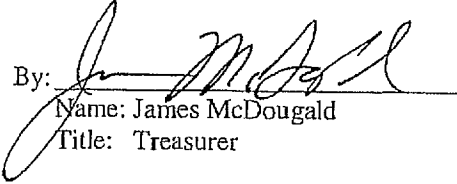
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

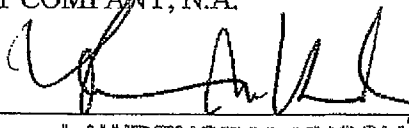
EASTERN COLORADO PUBLISHING
COMPANY
LOWELL PUBLISHING COMPANY
MEDIANEWS GROUP INTERACTIVE, INC.
NEW ENGLAND NEWSPAPERS, INC.
NORTHWEST PUBLICATIONS, LLC
PIONEER PRESS DIGITAL, LLC
TORRANCE HOLDINGS, LLC
21ST CENTURY MEDIA, INC.
UTAH MEDIA, INC.
WEST COAST MEDIANEWS LLC
KEARNS-TRIBUNE, LLC

By: 
Name: James McDougald
Title: Treasurer

COLLATERAL AGENT:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: _____



Name:

LAWRENCE M. KUSCH


Title:

VICE PRESIDENT

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MediaNews Group, Inc.

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
ADHAWK CENTRAL AdHawk Central	77-740344 May 19, 2009	4,002,926 July 26, 2011	Int'l Class: 42	Registered July 26, 2011	MediaNews Group, Inc.	
MEDIANEWS GROUP	73-653114 April 6, 1987	1,616,671 October 9, 1990	Int'l Class: 16 Newspapers	Renewed August 23, 2010	MediaNews Group, Inc.	
MEDIANEWS GROUP (Stylized) MediaNews Group	73-655243 April 14, 1987	1,585,560 March 6, 1990	Int'l Class: 16 Newspapers	Renewed August 23, 2010	MediaNews Group, Inc.	
MEDIANEWS GROUP (Stylized) MediaNews Group	76-474081 December 12, 2002	2,943,329 April 26, 2005	Int'l Class: 35, 41	Registered Sec 8 & 15 accepted March 16, 2011	MediaNews Group, Inc.	
SOUTHERN CALIFORNIA SPACES (Stylized) spaces	77-421147 March 13, 2008	3,763,938 March 23, 2010	Int'l Class: 16, 41	Registered	MediaNews Group, Inc.	
ADTAXI NETWORKS ADTAXI NETWORKS	SN:85-042778 May 19, 2010	3,900,342 01/04/2011	(Int'l Class: 35) Advertising and advertisement services; advertising and marketing	Registered	MediaNews Group, Inc., as successor in interest to The Denver Post LLC	

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
			services, namely, promoting the goods and services of others		(transfer of registration pending)	
ADTAXI NETWORKS and Design 	SN:85-042779 May 19, 2010	3,900,343 01/04/2011	(Int'l Class: 35) Advertising and advertisement services; advertising and marketing services, namely, promoting the goods and services of others		MediaNews Group, Inc., as successor in interest to The Denver Post LLC (transfer of registration pending)	

Kearns-Tribune, LLC

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
THE SALT LAKE TRIBUNE	76-334589 November 5, 2001	3,532,843 November 18, 2008	Int'l Class: 16	Registered Principal Register - Sec. 2(F) November 18, 2008	Kearns-Tribune, LLC	
THE SALT LAKE TRIBUNE	76-482676 January 16, 2003	3,566,260 January 27, 2009	Int'l Class: 35, 41	Registered Principal Register - Sec. 2(F) January 27,	Kearns-Tribune, LLC	

Trademark	Ser./App. No. Filing Date	Regn. No./Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
				2009		

MediaNews Group Interactive, Inc.

Trademark	Ser./App. No. Filing Date	Regn. No./Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
EL ECONOMICO	74-287162 June 22, 1992	1,785,489 August 3, 1993	Int'l Class: 16	Renewed September 26, 2003	MediaNews Group Interactive, Inc.	
MOTORWAY	78-427965 June 1, 2004	3,141,159 September 12, 2006	Int'l Class: 35, 36	Registered September 12, 2006	MediaNews Group Interactive, Inc.	
PRESS-TELEGRAM	76-482813 January 16, 2003	2,836,096 April 27, 2004	Int'l Class: 16, 35, 41	Sec 8 & 15 Accepted July 14, 2010	MediaNews Group Interactive, Inc.	
TRAFFICMAX TRAFFICMAX	78-948401 August 9, 2006	3,324,592 October 30, 2007	Int'l Class: 35	Registered October 30, 2007	MediaNews Group Interactive, Inc.	

Eastern Colorado Publishing Company

Trademark	Ser./App. No. Filing Date	Regn. No./Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
TRI-STATE TRADER	76-467133 November 14, 2002	2,894,277 October 19, 2004	(Int'l Class: 16)	Sec 8 & 15 Accepted October 29, 2010	Eastern Colorado Publishing Company	

Northwest Publications, LLC

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
ST. PAUL PIONEER PRESS	75-089892 April 17, 1996	2,043,577 March 11, 1997	Int'l Class: 16	Renewed March 11, 2007	Northwest Publications, LLC	

Pioneer Press Digital LLC

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
TWIN CITIES' HOME PAGE	76-008382 March 22, 2000	2,718,196 May 20, 2003	Int'l Class: 42	Registered Supplemental Register 8 Accepted February 4, 2009	Pioneer Press Digital, LLC	
TWINCITIES.COM	76-163087 November 9, 2000	2,684,861 February 4, 2003	Int'l Class: 35, 38, 42	Renewed Feb 2013	Pioneer Press Digital, LLC	

Torrance Holdings LLC (f/k/a Hearst Torrance Holdings)

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Full Goods/Services	Status/Status Date	Owner	Notes
RAVE! (Stylized)	75-015296	2,010,107	(Int'l Class: 16)	Renewed	Torrance	

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Full Goods/Services	Status/Status Date	Owner	Notes
rave!	November 6, 1995	October 22, 1996	Publications, namely, periodic newspaper featuring entertainment, music, celebrities, food, restaurants, television, films and stage	October 22, 2006	Holdings, LLC (f/k/a/ Hearst Torrance Holdings, LLC), as successor in interest to Copley Press, Inc. (USPTO lists Copley Press, Inc. as owner)	

21st Century Media

Registered Federal Trademarks

Mark	Jurisdiction	Serial Number	Owner	Status
Allaroundphilly	Federal	2848117/ 76307162	21st Century Media, Inc.	Registered
Allaroundphilly.com	Federal	2674285/ 76307161	21st Century Media, Inc.	Registered
Best of Connecticut	Federal	2499375/ 75639663	21st Century Media, Inc.	Registered
Connecticut Bride	Federal	2331480/ 75567296	21st Century Media, Inc.	Registered
Connecticut Home &	Federal	3223982/	21st Century Media, Inc.	Registered

Mark	Jurisdiction	Serial Number	Owner	Status
Garden		78632055		
Connecticut Magazine	Federal	1315722/ 73471180	21st Century Media, Inc.	Registered
HN (Stylized)	Federal	1,484,234/ 73658619	21st Century Media, Inc.	Registered
Litchfield County Times	Federal	1229664/ 73316219	21st Century Media, Inc.	Registered
Oakland Press	Federal	3381698/ 78351050	21st Century Media, Inc.	Registered
The Trentonian	Federal	3897359/ 85038275	21st Century Media, Inc.	Registered
Allaroundphilly Rockfest	Federal	77/208676	21st Century Media, Inc.	Registered
The Westchester County Times	Federal	2365307	21st Century Media, Inc.	Registered

Utah Media, Inc.

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
-----------	------------------------------	--------------------------	---------------	-----------------------	-------	-------

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Class/Classes	Status/Status Date	Owner	Notes
THE PARK RECORD	75-602662 December 10, 1998	2,384,815 September 12, 2000	Int'l Class: 16	Renewed June 1, 2010	Utah Media, Inc.	

EXHIBIT B

2015 Trademark Security Agreement

(See attached)

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM346040

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAY AREA NEWS GROUP EAST BAY, LLC		06/26/2015	LIMITED LIABILITY COMPANY: DELAWARE
CALIFORNIA NEWSPAPER PARTNERSHIP		06/26/2015	PARTNERSHIP: DELAWARE
CONTRA COSTA NEWSPAPERS, LLC		06/26/2015	LIMITED LIABILITY COMPANY: CALIFORNIA
SAN JOSE MERCURY-NEWS, LLC		06/26/2015	LIMITED LIABILITY COMPANY: CALIFORNIA

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
Street Address:	601 Travis Street
Internal Address:	16th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	70002
Entity Type:	National Banking Association: NEW YORK

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2752172	OAKLAND TRIBUNE
Registration Number:	2885716	OAKLAND TRIBUNE
Registration Number:	2888336	SAN MATEO COUNTY TIMES
Registration Number:	2764016	SAN MATEO COUNTY TIMES
Registration Number:	2278633	VALLEY TIMES
Registration Number:	4100597	BAY AREA NEWS GROUP
Registration Number:	3946737	BAY AREA NEWS GROUP
Registration Number:	3828326	BAYAREANEWSGROUP
Registration Number:	4361564	GD GOT DAILYDEALS
Registration Number:	4361563	GOT DAILY DEALS
Registration Number:	4354011	H2H
Registration Number:	4354008	HYBRIDS2HOTRODS
Registration Number:	0876556	INDEPENDENT JOURNAL

TRADEMARK

OP \$665.00 2752172

Property Type	Number	Word Mark
Registration Number:	3824720	SOLUTIONIST ADVERTISING
Registration Number:	2106741	CONTRA COSTA TIMES
Registration Number:	2071852	SAN RAMON VALLEY TIMES
Registration Number:	2071851	WEST COUNTY TIMES
Registration Number:	3710668	MR. ROADSHOW
Registration Number:	2937045	BAYAREA.COM
Registration Number:	2593167	THE BAY AREA'S HOME PAGE
Registration Number:	2410280	TECH TEST DRIVE
Registration Number:	2367587	THE BAY AREA'S BEST
Registration Number:	2148738	GOOD MORNING SILICON VALLEY
Registration Number:	2267881	SILICONVALLEY.COM
Registration Number:	2047807	SAN JOSE MERCURY NEWS
Registration Number:	2068018	MORTGAGE WATCH

CORRESPONDENCE DATA

Fax Number: 2122996051

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: 212-837-6847

Email: trademarks@hugheshubbard.com

Correspondent Name: Natasha Reed

Address Line 1: One Battery Park Plaza

Address Line 2: Hughes Hubbard & Reed LLP

Address Line 4: New York, NEW YORK 10004-1482

ATTORNEY DOCKET NUMBER: 013290-00092

NAME OF SUBMITTER: Natasha N. Reed

SIGNATURE: /Natasha N. Reed/

DATE SIGNED: 06/26/2015

Total Attachments: 6

- source=MNG TM Security Agmt#page1.tif
- source=MNG TM Security Agmt#page2.tif
- source=MNG TM Security Agmt#page3.tif
- source=MNG TM Security Agmt#page4.tif
- source=MNG TM Security Agmt#page5.tif
- source=MNG TM Security Agmt#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 26th day of June, 2015, by and among Grantors listed on the signature page hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association ("BNYM"), in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, MediaNews Group, Inc. (the "Issuer"), the other Grantors party thereto, BNYM, as Trustee, and Agent are parties to that certain Indenture, dated as of December 30, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture"), pursuant to which the Issuer has issued \$125,000,000 of its 12% Senior Secured Notes due 2018 (the "Initial Notes") and may issue additional notes from time to time in accordance with the Indenture (the "Additional Notes" and, together with the Initial Notes, the "Notes"); and

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Issuer as provided for in the Indenture and the other Note Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Security Agreement, dated as of December 30, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Intellectual Property Licenses with respect to Trademarks ("Trademark Intellectual Property Licenses") to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property

License, including the right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent or the other Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto, and Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Note Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 24 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

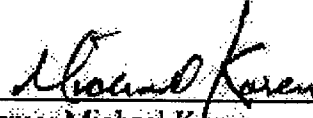
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BAY AREA NEWS GROUP EAST BAY, LLC
CALIFORNIA NEWSPAPERS PARTNERSHIP
CONTRA COSTA NEWSPAPERS, LLC
SAN JOSE MERCURY-NEWS, LLC

By:



Name: Michael Koren

Title: Chief Financial Officer

AGENT:

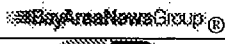
ACCEPTED AND ACKNOWLEDGED
BY:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., a national
banking association

By: 
Name: **Michael Countryman**
Title: **Vice President**

SCHEDULE I
To
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

BAY AREA NEWS GROUP EAST BAY, LLC				
Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Status/Status Date	Owner
OAKLAND TRIBUNE®	76399208 April 23, 2002	2752172 August 19, 2003	Renewed December 26, 2013	Bay Area News Group East Bay, LLC
OAKLAND TRIBUNE®	76482810 January 16, 2003	2885716 September 21, 2004	Renewed September 19, 2014	Bay Area News Group East Bay, LLC
SAN MATEO COUNTY TIMES®	76482811 January 16, 2003	2888336 September 28, 2004	Renewed September 19, 2014	Bay Area News Group East Bay, LLC
SAN MATEO COUNTY TIMES®	76468490 November 20, 2002	2764016 September 16, 2003	Renewed August 30, 2013	Bay Area News Group East Bay, LLC
VALLEY TIMES®	75140593 July 26, 1996	2278633 September 21, 1999	Renewed September 26, 2009	Bay Area News Group East Bay, LLC
CALIFORNIA NEWSPAPER PARTNERSHIP				
Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Status/Status Date	Owner
BAY AREA NEWS GROUP®	77921735 January 27, 2010	4100597 February 21, 2012	Registered February 21, 2012	California Newspapers Partnership
BAY AREA NEWS GROUP®	77921745 January 2, 2010	3946737 April 19, 2011	Registered February 1, 2011	California Newspapers Partnership
 Bay Area News Group®	77921775 January 27, 2010	3828326 August 3, 2010	Registered August 3, 2010	California Newspapers Partnership
 GOT DAILY DEALS®	85823572 January 15, 2013	4361564 July 2, 2013	Registered July 2, 2013	California Newspapers Partnership
GOT DAILY DEALS®	85823486 January 15, 2013	4361563 July 2, 2013	Registered July 2, 2013	California Newspapers Partnership
H2H®	85766949 October 30, 2012	4354011 June 18, 2013	Registered June 18, 2013	California Newspapers Partnership
HYBRIDS2HOTRODS®	85766943 October 30, 2012	4354008 June 18, 2013	Registered June 18, 2013	California Newspapers Partnership
INDEPENDENT JOURNAL®	72289965 January 31, 1968	876556 September 9, 1969	Renewed August 4, 2009	California Newspapers Partnership
SOLUTIONIST ADVERTISING®	77894146 December 15, 2009	3824720 July 27, 2010	Registered July 27, 2010	California Newspapers Partnership
CONTRA COSTA NEWSPAPERS, LLC				

Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Status/Status Date	Owner
CONTRA COSTA TIMES®	75140592 July 26, 1996	2106741 October 21, 1997	Renewed October 31, 2007	Contra Costa Newspapers, LLC
SAN RAMON VALLEY TIMES®	75140595 July 26, 1996	2071852 June 17, 1997	Renewed October 31, 2007	Contra Costa Newspapers, LLC
WEST COUNTY TIMES®	75140594 July 26, 1996	2071851 June 17, 1997	Renewed October 31, 2007	Contra Costa Newspapers, LLC
SAN JOSE MERCURY-NEWS, L.L.C				
Trademark	Ser./App. No. Filing Date	Regn. No./ Regn. Date	Status/Status Date	Owner
MR. ROADSHOW®	77472566 May 12, 2008	371068 November 10, 2009	Registered November 10, 2009	San Jose Mercury- News, LLC
BAYAREA.COM®	76163043 November 9, 2000	2937045 March 29, 2005	Section 8 Declaration Accepted March 21, 2011	San Jose Mercury- News, LLC
THE BAY AREA'S HOME PAGE®	76008310 March 22, 2000	2593167 July 9, 2002	Renewed May 4, 2012	San Jose Mercury- News, LLC
TECH TEST DRIVE®	75758194 July 21, 1999	2410280 December 5, 2000	Renewed March 2, 2011	San Jose Mercury- News, LLC
THE BAY AREA'S BEST®	75537204 August 14, 1998	2367587 July 18, 2000	Renewed November 15, 2009	San Jose Mercury- News, LLC
GOOD MORNING SILICON VALLEY®	75159132 September 3, 1996	2148738 April 7, 1998	Renewed May 18, 2007	San Jose Mercury- News, LLC
SILICONVALLEY.COM®	75400033 December 4, 1997	2267881 August 3, 1999	Renewed November 26, 2008	San Jose Mercury- News, LLC
SAN JOSE MERCURY NEWS®	75100539 May 8, 1996	2047807 March 25, 1997	Renewed October 18, 2007	San Jose Mercury- News, LLC
MORTGAGE WATCH®	75052454 February 2, 1996	2068018 June 3, 1997	Renewed July 10, 2007	San Jose Mercury- News, LLC