

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446449

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Daily News, L.P.		10/04/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	IL1-1145/54/63, P.O. BOX 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4456709	DAILY NEWS AMERICA	
Registration Number:	4496316	DAILY NEWS AMERICA	
Registration Number:	4093176	NEW YORK'S HOMETOWN NEWSPAPER	
Registration Number:	4688927	NEW YORK'S HOMETOWN NEWSPAPER	
Registration Number:	3563034	NYDAILYNEWS.COM	
Registration Number:	3447467		
Registration Number:	4241717		
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@coagencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F173138 Term		
NAME OF SUBMITTER:	Emily Ohannessian		

OP \$190.00 4456709

SIGNATURE:	/Emily Ohannessian/
DATE SIGNED:	10/09/2017
Total Attachments: 5 source=#90144953v1 - (AmericasActive(Term Loan Grant in Trademarks (Daily News) (Execution)))#page2.tif source=#90144953v1 - (AmericasActive(Term Loan Grant in Trademarks (Daily News) (Execution)))#page3.tif source=#90144953v1 - (AmericasActive(Term Loan Grant in Trademarks (Daily News) (Execution)))#page4.tif source=#90144953v1 - (AmericasActive(Term Loan Grant in Trademarks (Daily News) (Execution)))#page5.tif source=#90144953v1 - (AmericasActive(Term Loan Grant in Trademarks (Daily News) (Execution)))#page6.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 4, 2017, made by Daily News, L.P., a Delaware limited partnership ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Agent") for the Lenders that are parties to the Term Loan Credit Agreement, dated as of August 4 2014, among Tribune Publishing Company (the "Borrower"), the Lenders and the Agent (as amended, supplemented, waived or otherwise modified from time to time, the "Term Loan Credit Agreement").

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

WHEREAS, in connection with the Term Loan Credit Agreement, the Grantor, the Borrower and the other parties thereto have executed and delivered a Security Agreement, dated as of August 4, 2014, 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 Term Loan 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 Term Loan 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 Term Loan 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 Term Loan 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, as may be amended or modified from time to time, 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 Term Loan 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 or partners thereunto duly authorized as of the day and year first above written.

DAILY NEWS, L.P.

By: TRX Pubco GP, LLC, its general partner

By:  _____

Name: Justin C. Dearborn

Title: President and Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as Agent

By: _____

Name:

Title:

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

DAILY NEWS, L.P.

By: TRX Pubco GP, LLC, its general partner

By: _____

Name: Justin C. Dearborn

Title: President and Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as Agent

By: _____ 



Name:

Title: **Nicholas Gitron-Beer**

Vice President

SCHEDULE I

Trademark Registrations:

Trademark	Type	Country	Serial No.	Filing Date	Reg. No.	Reg. Date
DAILY NEWS AMERICA	Service Mark	U.S.	85/578,639	March 23, 2012	4,456,709	December 24, 2013
	Service Mark	U.S.	85/980,838	March 23, 2012	4,496,316	March 11, 2014
NEW YORK'S HOMETOWN NEWSPAPER	Trademark	U.S.	85/211,784	January 6, 2011	4,093,176	January 31, 2012
NEW YORK'S HOMETOWN NEWSPAPER	Service Mark	U.S.	85/208,965	January 3, 2011	4,688,927	February 17, 2015
NYDAILYNEWS.COM	Service Mark	U.S.	77/149,345	April 5, 2007	3,563,034	January 20, 2009
	Trademark, Service Mark	U.S.	77/060,306	December 8, 2006	3,447,467	June 17, 2008
	Trademark	U.S.	85/582,238	March 28, 2012	4,241,717	November 13, 2012

Trademark Applications: None.