

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580493

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PULITZER NEWSPAPERS, INC.		03/16/2020	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BH FINANCE LLC
Street Address:	1314 DOUGLAS ST., STE. 1400
City:	OMAHA
State/Country:	NEBRASKA
Postal Code:	68102
Entity Type:	Limited Liability Company: NEBRASKA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3118141	AMERICAN CANYON EAGLE
Registration Number:	2659561	ARIZONA DAILY SUN
Registration Number:	2639764	FLAGSTAFF LIVE!
Registration Number:	2639765	INSIDE NAPA VALLEY
Registration Number:	5656422	NAPA WINE TASTE
Registration Number:	2683714	THE NAPA VALLEY REGISTER
Registration Number:	2786223	THE PANTAGRAPH

CORRESPONDENCE DATA

Fax Number: 5633241616

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: (563) 324-3246

Email: USPTOMAIL@L-WLAW.COM

Correspondent Name: LANE & WATERMAN LLP

Address Line 1: 220 N. MAIN STREET, STE. 600

Address Line 4: DAVENPORT, IOWA 52801

NAME OF SUBMITTER:	Joshua J. McIntyre
SIGNATURE:	/Joshua J. McIntyre/

OP \$190.00 3118141

DATE SIGNED:	06/09/2020
Total Attachments: 3 source=PNI - TM grant to BH Finance (executed 2020-0316)#page1.tif source=PNI - TM grant to BH Finance (executed 2020-0316)#page2.tif source=PNI - TM grant to BH Finance (executed 2020-0316)#page3.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS
(Pulitzer Newspapers, Inc.)

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Agreement") is entered into as of March 16, 2020 by each of the signatories hereto (the "Grantors"), in favor of BH FINANCE LLC, a Nebraska limited liability company (the "Lender").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of January 29, 2020 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), between Lee Enterprises, Incorporated, a Delaware corporation (the "Borrower"), and the Lender, the Lender has agreed to make a loan to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the terms of a Guarantee and Collateral Agreement of even date herewith (as amended, modified, supplemented and restated from time to time, the "Collateral Agreement"), each Grantor has granted, pledged, mortgaged, charged, assigned and transferred to the Lender a first priority, continuing, specific and fixed security interest in its Intellectual Property, including its Trademarks, to secure the Secured Obligations;

WHEREAS, this Agreement further evidences the security interests granted pursuant to the Collateral Agreement; and

WHEREAS, capitalized terms used and not otherwise defined herein have the meanings provided in the Collateral Agreement.

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

1. Grant of a Security Interest. Each Grantor hereby grants, pledges, mortgages, charges, assigns and transfers to the Lender, a security interest in all of such Grantor's right, title and interest in the Trademarks of such Grantor (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Trademark Collateral"); provided, however, that notwithstanding any of the other provisions set forth in this Section 1, this Agreement shall not constitute a grant of a security interest in any property to the extent that such grant of a security interest is prohibited by any applicable law (including the requirement to obtain the consent of any Governmental Authority) or is prohibited by, or constitutes a breach or default under or results in the termination of or requires any consent not obtained under, any contract, license, agreement, instrument or other document evidencing or giving rise to such property, except to the extent that such requirement of law or the term in such contract, license, agreement, instrument or other document providing for such prohibition, breach, default or termination or requiring such consent is ineffective under applicable law; provided, further, that notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under this Section 1 attach to any applications for Trademarks filed in the United States Patent and Trademark Office on the basis of any Grantor's intent to use such mark and for which a form evidencing use of the mark has not yet been filed with the United States Patent and Trademark Office, to the extent that granting a security interest in such Trademark application prior to such filing would adversely affect the enforceability or validity of such Trademark application.

2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Collateral Agreement

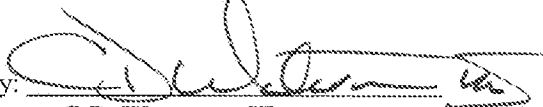
and is expressly subject to the terms and conditions thereof. The Collateral Agreement shall remain in full force and effect in accordance with its terms. Each Grantor does acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Collateral Agreement, the terms of the Collateral Agreement shall govern.

3. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

4. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

PULITZER NEWSPAPERS, INC.

By: 

Name: C.D. Waterman III

Its: Authorized Signatory

[Signature page of Grant of Security Interest in Trademarks by Pulitzer Newspapers, Inc.]

SCHEDULE A
TO
GRANT OF SECURITY INTEREST IN TRADEMARKS

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
AMERICAN CANYON EAGLE	7/18/2006	3118141
ARIZONA DAILY SUN	12/10/2002	2659561
FLAGSTAFF LIVE!	10/22/2002	2639764
INSIDE NAPA VALLEY	10/22/2002	2639765
NAPA WINE TASTE	1/15/2019	5656422
THE NAPA VALLEY REGISTER	2/4/2003	2683714
THE PANTAGRAPH	11/25/2003	2786223