

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
McClatchy Management Services, Inc.		11/20/2008	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	800 Fifth Avenue
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98104
Entity Type:	National Association:

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	2674315	ANCHORAGE DAILY NEWS
Registration Number:	3365510	ATOMIC TOWN
Registration Number:	2726532	THE BEAUFORT GAZETTE
Registration Number:	2942022	BEE
Registration Number:	3361898	BUZZIES
Registration Number:	0943649	CALIFORNIA LIFE
Registration Number:	3393682	CALIFORNIA WEDS
Registration Number:	2416058	CAPITOL ALERT
Registration Number:	3017025	CENTRAL CALIFORNIA TV & CABLE GUIDE
Registration Number:	3412526	DESTINATION HILTON HEAD ISLAND
Registration Number:	3158200	THE ENQUIRER-HERALD
Registration Number:	3147363	THE FRESNO BEE
Registration Number:	3418128	FRESNO FAMOUS
Registration Number:	3293908	FRESNO FAMOUS DISCOVER LOCAL LIFE

OP \$1390.00 2674315

Registration Number:	2801750	THE HERALD
Registration Number:	2962898	INSIDER
Registration Number:	3190531	INSITE
Registration Number:	2570085	THE ISLAND PACKET
Registration Number:	3238744	KNOWING IS BETTER
Registration Number:	2671696	LAKE WYLIE PILOT
Registration Number:	2874187	LIFE ENRICHED.
Registration Number:	2930422	LIFE ENRICHED.
Registration Number:	2484984	LIFE. CAPTURED DAILY.
Registration Number:	3048184	LIFE. CAPTURED EVERY DAY.
Registration Number:	2873828	M.V.P.
Registration Number:	3099816	MCCLATCHY INTERACTIVE
Registration Number:	2920562	MERCED SUN-STAR
Registration Number:	3175886	THE MODESTO BEE
Registration Number:	3301611	MODESTO FAMOUS
Registration Number:	3252803	N & O
Registration Number:	2697277	THE NEWS & OBSERVER
Registration Number:	3365526	THE NEWS TRIBUNE
Registration Number:	2662537	THE NEWS TRIBUNE
Registration Number:	3421994	NORTH RALEIGH NEWS
Registration Number:	3126930	ONE SEARCH. ANYTHING LOCAL.
Registration Number:	2501940	PISYS IQ INFORMATION QUEST
Registration Number:	3362191	PRIME LIFE
Registration Number:	3453268	REJUVENATE
Registration Number:	3365499	SAC TICKET
Registration Number:	2287432	THE SACRAMENTO BEE
Registration Number:	3318113	THE TRIBUNE
Registration Number:	2651658	TRI-CITY HERALD
Registration Number:	3392658	TRUSTED VOICES
Registration Number:	2975439	VIDA EN EL VALLE
Registration Number:	2746677	VOICE OF THE MID-COLUMBIA
Registration Number:	3460315	WINE PRESS NORTHWEST
Registration Number:	3365531	YORK COUNTY MAGAZINE
Registration Number:	2777210	CENTRALVALLEY JOBQUEST
Registration Number:	2720181	JOBQUEST

Registration Number:	2879363	REAL LIFE HEALTHCARE
Registration Number:	2736522	SIERRA GATEWAY LIVING
Registration Number:	2284978	THE SOUTH VALLEY BEE
Serial Number:	77430942	CENTRAL VALLEY MOMS
Serial Number:	77484096	CHOWCHILLA NEWS
Serial Number:	77090844	STAY CONNECTED

CORRESPONDENCE DATA

Fax Number: (312)706-8248

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3127018623

Email: zbeal@mayerbrown.com, ipdocket@mayerbrown.com

Correspondent Name: Richard M. Assmus

Address Line 1: P.O. Box 2828

Address Line 4: Chicago, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER:	04262717 RMA 4000
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/rma/
Date:	12/10/2008

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2008, is made by McClatchy Management Services, Inc. ("Grantor"), in favor of Bank of America, N.A. ("BofA"), as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and Swing Line Lender and as L/C Issuer (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement dated as of June 27, 2006 as amended by Amendment No. 1 to Credit Agreement, dated as of March 28, 2007, Amendment No. 2 to Credit Agreement, dated as of July 19, 2007, Amendment No. 3 to Credit Agreement, dated as of March 28, 2008 and Amendment No. 4 to Credit Agreement, dated as of September 26, 2008 ("Amendment No. 4") (as the same may be modified from time to time, the "Credit Agreement") among the Borrower, the Lenders from time to time party thereto, and BofA, as Administrative Agent for the Lenders and as Swing Line Lender and L/C Issuer, the Lenders, the Swing Line Lender and the L/C Issuer have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to a Security Agreement dated as of September 26, 2008 in favor of the Administrative Agent (the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, as Swing Line Lender and L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and as Swing Line Lender and L/C Issuer to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral");

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

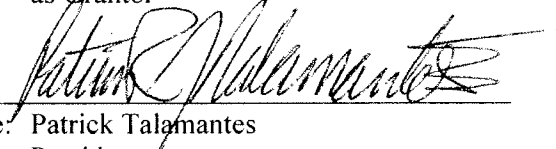
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MCCLATCHY MANAGEMENT SERVICES, INC.

as Grantor

By: 

Name: Patrick Talamantes

Title: President

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.
as Administrative Agent

By: _____
Name:
Title:

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Registered Trademarks

MARK	OWNER NAME	REG/SERIAL #	REG DATE
ANCHORAGE DAILY NEWS	McClatchy Management Services, Inc.	2674315	1/14/2003
ATOMIC TOWN	McClatchy Management Services, Inc.	3365510	1/8/2008
BEAUFORT GAZETTE, THE	McClatchy Management Services, Inc.	2726532	6/17/2003
BEE	McClatchy Management Services, Inc.	2942022	4/19/2005
BUZZIES	McClatchy Management Services, Inc.	3361898	1/1/2008
California Life	McClatchy Management Services, Inc.	943649	9/26/1972
CALIFORNIA WEDS	McClatchy Management Services, Inc.	3393682	3/4/2008
CAPITOL ALERT	McClatchy Management Services, Inc.	2416058	12/26/2000
Central California TV & Cable Guide	McClatchy Management Services, Inc.	3017025	11/22/2005
DESTINATION HILTON HEAD ISLAND	McClatchy Management Services, Inc.	3412526	4/15/2008
ENQUIRER-HERALD, THE	McClatchy Management Services, Inc.	3158200	10/17/2006
FRESNO BEE, THE	McClatchy Management Services, Inc.	3147363	9/26/2006

FRESNO FAMOUS	McClatchy Management Services, Inc.	3418128	4/29/2008
FRESNO FAMOUS DISCOVER LOCAL LIFE (Stylized)	McClatchy Management Services, Inc.	3293908	9/18/2007
HERALD, THE	McClatchy Management Services, Inc.	2801750	1/6/2004
INSIDER	McClatchy Management Services, Inc.	2962898	6/21/2005
insite	McClatchy Management Services, Inc.	3190531	1/2/2007
ISLAND PACKET, THE	McClatchy Management Services, Inc.	2570085	5/14/2002
KNOWING IS BETTER	McClatchy Management Services, Inc.	3238744	5/8/2007
LAKE WYLIE PILOT	McClatchy Management Services, Inc.	2671696	1/7/2003
LIFE ENRICHED.	McClatchy Management Services, Inc.	2874187	8/17/2004
LIFE ENRICHED.	McClatchy Management Services, Inc.	2930422	3/8/2005
LIFE. CAPTURED DAILY.	McClatchy Management Services, Inc.	2484984	9/4/2001
LIFE. CAPTURED EVERY DAY.	McClatchy Management Services, Inc.	3,048,184	1/24/2006
M.V.P. and design	McClatchy Management Services, Inc.	2873828	8/17/2004
MCCLATCHY INTERACTIVE	McClatchy Management Services, Inc.	3099816	6/6/2006
MERCED SUN-STAR	McClatchy Management Services, Inc.	2920562	1/25/2005
MODESTO BEE, THE	McClatchy Management Services, Inc.	3175886	11/28/2006

MODESTO FAMOUS	McClatchy Management Services, Inc.	3301611	10/2/2007
N & O	McClatchy Management Services, Inc.	3252803	6/19/2007
NEWS & OBSERVER, THE	McClatchy Management Services, Inc.	2697277	3/18/2003
NEWS TRIBUNE, THE	McClatchy Management Services, Inc.	3365526	1/8/2008
NEWS TRIBUNE, THE and design	McClatchy Management Services, Inc.	2662537	12/17/2002
NORTH RALEIGH NEWS	McClatchy Management Services, Inc.	3421994	5/6/2008
ONE SEARCH. ANYTHING LOCAL.	McClatchy Management Services, Inc.	3126930	8/8/2006
PISYS IQ INFORMATION QUEST	McClatchy Management Services, Inc.	2501940	10/30/2001
PRIME LIFE	McClatchy Management Services, Inc.	3362191	1/1/2008
REJUVENATE	McClatchy Management Services, Inc.	3453268	6/24/2018
SAC TICKET	McClatchy Management Services, Inc.	3365499	1/8/2008
Sacramento Bee, THE	McClatchy Management Services, Inc.	2287432	10/19/1999
TRIBUNE, THE	McClatchy Management Services, Inc.	3318113	10/23/2007
TRI-CITY HERALD	McClatchy Management Services, Inc.	2651658	11/19/2002
TRUSTED VOICES	McClatchy Management Services, Inc.	3392658	3/4/2008
VIDA EN EL VALLE	McClatchy Management Services, Inc.	2975439	7/26/2005

VOICE OF THE MID-COLUMBIA	McClatchy Management Services, Inc.	2746677	8/5/2003
WINE PRESS NORTHWEST	McClatchy Management Services, Inc.	3460315	7/8/2008
YORK COUNTY MAGAZINE	McClatchy Management Services, Inc.	3365531	1/8/2008

McClatchy Federal Trademarks

(abandoned but not yet expired)

MARK	OWNER NAME	REG #	REG DATE	AFFIDAVIT / RENEWAL DUE
NEW HOMES MAP GUIDE	Biscayne Bay Publishing Inc.	2924568	2/1/2005	2/1/2011
CENTRAL VALLEY JOBQUEST	McClatchy Management Services, Inc.	2777210	10/28/2003	10/28/2009
JOBQUEST	McClatchy Management Services, Inc.	2720181	5/27/2003	5/27/2009
REAL LIFE HEALTHCARE	McClatchy Management Services, Inc.	2879363	8/31/2004	8/31/2010
SIERRA GATEWAY LIVING	McClatchy Management Services, Inc.	2736522	7/15/2003	7/15/2009
South Valley Bee, THE	McClatchy Management Services, Inc.	2284978	10/12/1999	10/12/2009

*these marks are being abandoned because they were re-registered on the Principal Register

2. TRADEMARK APPLICATIONS

MARK	OWNER NAME	REG/SERIAL #	REG DATE
CENTRAL VALLEY MOMS	McClatchy Management Services, Inc.	77/430942	filed 3/25/08
CHOWCHILLA NEWS, THE	McClatchy Management Services, Inc.	77/484096	filed 5/27/08
STAY CONNECTED	McClatchy Management Services, Inc.	77/090844	filed 1/25/07