

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
Star Tribune Media Company LLC		10/02/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Credit Suisse, Cayman Islands branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	bank acting through its Cayman Islands branch: SWITZERLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2829742	HELPING LITTLE HEROES
Registration Number:	2833774	HOMER HANKY
Registration Number:	2522959	KIDS WIN WIRED INTO NEWS
Registration Number:	2254715	LOVELINES
Registration Number:	3202992	MARQ
Registration Number:	1665809	MINDWORKS
Registration Number:	3490622	MINNESCAPES
Registration Number:	3152719	MINNESOTA POLL
Registration Number:	2206833	MINNESOTA WE LOVE IT HERE
Registration Number:	3080993	SHOPMINNESOTA.COM
Registration Number:	1495070	STAR TRIBUNE
Registration Number:	1495758	STAR TRIBUNE
Registration Number:	1547302	STAR TRIBUNE NEWSPAPER OF THE TWIN CITIES
Registration Number:	1547301	STAR TRIBUNE NEWSPAPER OF THE TWIN CITIES

OP \$465.00 2829742

900148010

**TRADEMARK
 REEL: 004099 FRAME: 0016**

Registration Number:	2249689	STARTRIBUNE COM
Registration Number:	2216881	STRIB STUFF
Registration Number:	3252832	VITA.MN
Serial Number:	77812036	ST

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	038263-0164
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	11/18/2009

Total Attachments: 7
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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**") dated as of October 2, 2009, is made by the Persons listed on the signature pages hereof (collectively, the "**Grantors**") in favor of Credit Suisse, Cayman Islands branch ("**Credit Suisse**"), as collateral agent (the "**Collateral Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Star Tribune Media Company LLC, a Delaware limited liability company, is a party to the Amended and Restated Credit Agreement dated as of September 28, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with Credit Suisse, as Administrative Agent and Collateral Agent, and the Lenders party thereto.

WHEREAS, as a condition precedent to the extensions of credit by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Amended and Restated Security Agreement dated as of September 28, 2009 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Capitalized terms not defined herein or in the Credit Agreement are otherwise used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired by such Grantor, wherever located, and whether now or hereafter existing or arising (collectively the "**Trademark Collateral**"): all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered, and the right to, and to obtain, all renewals and extensions thereof, in each case, with the goodwill connected with the use thereof and symbolized thereby; all registrations and applications for registration for any of the foregoing, including, without limitation, those registrations and applications

for registration required to be set forth in Schedule A hereto (as such Schedule A may be amended or supplemented from time to time by an IP Security Agreement Supplement executed by such Grantor to the Collateral Agent from time to time); all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto; any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided, however, that in no event shall the foregoing include, and no Grantor shall be deemed to have granted a security interest in any of such Grantor's rights or interest in any "intent to use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, prior to the filing of a "Statement to Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under federal law.

SECTION 2. Security for Obligations. The grant of a security interest in, the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents and all other Secured Obligations (as defined in the Security Agreement), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated

herein by reference as if fully set forth herein. Any inconsistency, ambiguity or conflict between this Trademark Security Agreement and the Security Agreement shall be resolved in the following order of precedence (with (i) having the highest priority): (i) Security Agreement, and (ii) Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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Accepted and Agreed:

CREDIT SUISSE, CAYMAN ISLANDS BRANCH

By: 
Name: **Didier Siffer**
Title: **Managing Director**

By: 
Name: **Bryan J. Matthews**
Title: **Director**

**Schedule A to the
Trademark Security Agreement**

Federal

<u>Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Serial. No.</u>	<u>Filing Date</u>	<u>Reg. Date</u>
Star Tribune Media Company LLC	HELPING LITTLE HEROES	U.S.	2829742	76/522454	June 13, 2003	April 6, 2004
Star Tribune Media Company LLC	HOMER HANKY	U.S.	2833774	76/450714	September 18, 2002	April 20, 2004
Star Tribune Media Company LLC	KIDS WIN WIRED INTO NEWS	U.S.	2522959	75/434321	February 13, 1998	December 25, 2001
Star Tribune Media Company LLC	LOVELINES	U.S.	2254715	75/253845	March 7, 1997	June 22, 1999
Star Tribune Media Company LLC	MARQ	U.S.	3202992	78/809779	February 8, 2006	January 23, 2007
Star Tribune Media Company LLC	MINDWORKS	U.S.	1665809	74/046280	April 4, 1990	November 26, 1991
Star Tribune Media Company LLC	MINNESCAPES	U.S.	3490622	78/947745	August 8, 2006	August 19, 2008
Star Tribune Media Company LLC	MINNESOTA POLL	U.S.	3152719	76/653518	January 17, 2006	October 10, 2006
Star Tribune Media Company LLC	MINNESOTA WE LOVE IT HERE	U.S.	2206833	75/333193	July 30, 1997	December 1, 1998
Star Tribune Media Company LLC	SHOPMINNESOTA.COM	U.S.	3080993	78/518262	November 17, 2004	April 11, 2006
Star Tribune Media Company LLC	STAR TRIBUNE	U.S.	1495070	73/682213	September 3, 1987	July 5, 1988
Star Tribune Media Company LLC	STAR TRIBUNE and design	U.S.	1495758	73/682535	September 4, 1987	July 12, 1988
Star Tribune Media Company LLC	STAR TRIBUNE NEWSPAPER OF THE TWIN CITIES	U.S.	1547302	73/682543	September 4, 1987	July 11, 1989
Star Tribune Media Company LLC	STAR TRIBUNE NEWSPAPER OF THE TWIN CITIES and design	U.S.	1547301	73/682428	September 3, 1987	July 11, 1989
Star Tribune Media Company LLC	STARTRIBUNE.COM	U.S.	2249689	75/486529	May 18, 1998	June 1, 1999
Star Tribune Media Company LLC	STRIB STUFF	U.S.	2216881	75/225828	January 15, 1997	January 12, 1999
Star Tribune Media Company LLC	VITA.MN	U.S.	3252832	77/052861	November 29, 2006	June 19, 2007
Star Tribune Media Company LLC	ST logo	U.S.		77/812036	August 25, 2009	Pending

State

<u>Grantor</u>	<u>Trademark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Star Tribune Media Company LLC	EDIT YOUR HEALTH	MN	28896	7/26/99
Star Tribune Media Company LLC	EDIT YOUR HEALTH and design	MN	28897	7/26/99
Star Tribune Media Company LLC	FIRST DOWN FLAG	MN	1111814-2	11/16/04
Star Tribune Media Company LLC	HOMER HANKY	MN	12823	10/9/87
Star Tribune Media Company LLC	HOMER HANKY	MN	27265	3/19/98
Star Tribune Media Company LLC	HOMER HANKY THE MAGIC IS BACK 1991 and design	MN	18212	9/16/91
Star Tribune Media Company LLC	INSIDE REAL ESTATE	MN	23777	5/4/95
Star Tribune Media Company LLC	KIDS WIN WIRED INTO NEWS	MN	27182	3/2/98
Star Tribune Media Company LLC	MINI-ZONE	MN	4769	8/29/74
Star Tribune Media Company LLC	MINNESOTA POLL and design (1981 logo)	MN	7217	4/24/81
Star Tribune Media Company LLC	MINNESOTA POLL and design (1991 logo)	MN	17631	4/25/91
Star Tribune Media Company LLC	MINNESOTA WE LOVE IT HERE and design	MN	27466	5/22/98

(NY) 19181/003/EXIT.FINANCING/IP.Sec.Agt.Trademark.doc

<u>Grantor</u>	<u>Trademark</u>	<u>State</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Star Tribune Media Company LLC	MINNESOTA WE LOVE IT HERE	MN	27467	5/22/98
Star Tribune Media Company LLC	MINNESOTA WE LOVE IT HERE and design	MN	27468	5/22/98
Star Tribune Media Company LLC	NEWSPAPER OF THE TWIN CITIES	MN	12929	11/3/87
Star Tribune Media Company LLC	QUICKCALL	MN	25229	8/5/96
Star Tribune Media Company LLC	REAL ESTATE EXTRA	MN	23896	6/15/95
Star Tribune Media Company LLC	SHOPMINNESOTA	MN	792765-2	2/17/04
Star Tribune Media Company LLC	SHOPMN & logo design	MN	812879-2	3/2/04
Star Tribune Media Company LLC	STAR TRIBUNE	MN	12490	7/1/87
Star Tribune Media Company LLC	STAR TRIBUNE NEWSPAPER OF THE TWIN CITIES	MN	12491	7/1/87
Star Tribune Media Company LLC	STOCKLINE	MN	26261	5/27/97
Star Tribune Media Company LLC	SUPER JOB	MN	1196510-2	1/18/05
Star Tribune Media Company LLC	URBAN LIFE	MN	1576348-2	11/10/05

Common Law Trademarks

Illustrative common law trademarks used by Star Tribune Media Company LLC include, but are not limited to: APARTMENTS MAGAZINE, BUZZ.MN, DINE, HARTMAN HANKY, HIGH SCHOOL NEWSPAPER CHALLENGE¹, HOMES MAGAZINE, IDEAL HOME, IDEAL YOU, IMAGINATION FUND design, MOLLIE, OLLIE, SAFE-T-SMART TWINS, STAR TRIBUNE FOUNDATION and design, TALKING VOLUMES², THE NEIGHBORHOOD FORUM, TWIN CITIES METRO SPELLING BEE, TWIN CITIES VALUES, and WHISKERS.

¹The common law mark HIGH SCHOOL NEWSPAPER CHALLENGE is jointly used by The Star Tribune Company and Minnesota State High School League.

²The common law mark TALKING VOLUMES is jointly owned by The Star Tribune Company, Minnesota Public Radio, and The Loft Literary Center.