

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM340084

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Journal Community Publishing Group, Inc.		04/30/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	777 E. Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	3675057	JOURNAL COMMUNITY PUBLISHING GROUP	
Registration Number:	3300690	GERMANTOWNNOW	
Registration Number:	3305302	BROOKFIELDNOW	
Registration Number:	3305303	MEQUONNOW	
Registration Number:	3305304	MENOMONEEFALLSNOW	
Registration Number:	3305305	SHOREWOODNOW	
Registration Number:	3305306	WAUKESHANOW	
Registration Number:	3305307	WAUWATOSANOW	
Registration Number:	3305308	WESTALLISNOW	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	2001 Ross Ave., Suite 3600		
Address Line 4:	Dallas, TEXAS 75201		

CH \$240.00 3675057

ATTORNEY DOCKET NUMBER:	40106-30090
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	05/01/2015

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of April 30, 2015 by and from JOURNAL COMMUNITY PUBLISHING GROUP, INC., a Wisconsin corporation (the "Grantor") to and in favor of U.S. BANK NATIONAL ASSOCIATION, for itself and as Administrative Agent for the Holders of Secured Obligations (as defined in the Security Agreement referenced below) (in such capacity, "Grantee").

WHEREAS, Journal Media Group, Inc. (the "Borrower"), the Lenders, the Grantee, the Grantor and certain other Subsidiaries of the Borrower have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Borrower, the Grantor, along with certain other Subsidiaries of the Borrower, have guaranteed the repayment of the Secured Obligations pursuant to the guaranty created under the Credit Agreement.

WHEREAS, the Borrower, the Grantor and certain other Subsidiaries of the Borrower have entered into a Pledge and Security Agreement with the Grantee dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks as listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Holders of Secured Obligations and (to the extent provided in the Security Agreement) their Affiliates. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Credit Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations as defined in the Security Agreement), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in

writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

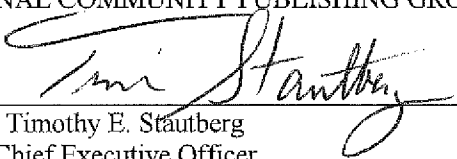
(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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 Wisconsin.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

JOURNAL COMMUNITY PUBLISHING GROUP, INC.

By: 
Name: Timothy E. Stautberg
Title: Chief Executive Officer

Confirmatory Grant of Security Interest In United States Trademarks
(Journal Community Publishing Group, Inc.)

TRADEMARK
REEL: 005508 FRAME: 0447

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Status	Ser. No.	Reg. No.	Owner
JOURNAL COMMUNITY PUBLISHING GROUP & Design	Registered	77/368781	3675057	Journal Community Publishing Group, Inc.
GERMANTOWNNOW	Registered	77/006599	3300690	Journal Community Publishing Group, Inc.
BROOKFIELDNOW	Registered	77/006606	3305302	Journal Community Publishing Group, Inc.
MEQUONNOW	Registered	77/006612	3305303	Journal Community Publishing Group, Inc.
MENOMONEEFALLSNOW	Registered	77/006616	3305304	Journal Community Publishing Group, Inc.
SHOREWOODNOW	Registered	77006626	3305305	Journal Community Publishing Group, Inc.
WAUKESHANOW	Registered	77/006642	3305306	Journal Community Publishing Group, Inc.
WAUWATOSANOW	Registered	77/006648	3305307	Journal Community Publishing Group, Inc.
WESTALLISNOW	Registered	77/006662	3305308	Journal Community Publishing Group, Inc.