

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706307

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT		02/01/2022	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	GATEHOUSE MEDIA TEXAS HOLDINGS II, INC.		
Street Address:	350 Willowbrook Office Park		
City:	Fairport		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2612145	BROWNWOOD BULLETIN	
Registration Number:	1648116	WAXAHACHIE DAILY LIGHT	
Registration Number:	1616691	STEPHENVILLE EMPIRE-TRIBUNE	
Registration Number:	1613783	ALICE ECHO-NEWS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	5136516800		
Email:	trademarks@fbtlaw.com		
Correspondent Name:	Matthew D. Delaney c/o Frost Brown Todd		
Address Line 1:	3300 Great American Twr., 301 E. 4th St.		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Matthew D. Delaney		
SIGNATURE:	/Matthew D. Delaney/		
DATE SIGNED:	02/03/2022		
Total Attachments: 4			
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NOTICE OF RELEASE OF
SECURITY INTEREST IN CERTAIN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this “Release”), effective as of February 1, 2022 is made by U.S. BANK NATIONAL ASSOCIATION, as Notes Collateral Agent for itself and the other Holders (the “Agent”), in favor of GATEHOUSE MEDIA TEXAS HOLDINGS II, INC., a Delaware corporation (“GateHouse Texas”), pursuant to (i) that certain Indenture, dated as of October 15, 2021 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), among Gannett Co., Inc., Gannett Holdings LLC, as Issuer, GateHouse Texas, as a Subsidiary Guarantor, the other Guarantors party thereto and the Agent, and (ii) that certain Pledge and Security Agreement, dated October 15, 2021 (as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among GateHouse Texas, the other Grantors party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, in connection with the Pledge and Security Agreement, GateHouse Texas executed and delivered the Notice of Grant of Security Interest in Trademarks, dated as of October 15, 2021, in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, GateHouse Texas granted to the Agent for the benefit of the Secured Parties, a continuing security interest in the trademark registration set forth on Schedule A attached hereto (the “Trademark”), together with (i) all extensions, modifications and renewals thereof, (ii) the goodwill of GateHouse Texas’s business symbolized by the foregoing or connected therewith, (iii) all proceeds thereof, including any income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements, dilutions and other violations thereof, (iv) the right to sue for past, present and future infringements, dilutions and other violations thereof, and (v) all of GateHouse Texas’s rights corresponding thereto throughout the world (collectively, the “Released Trademark Collateral”);

WHEREAS, the Agent recorded its security interest in the Released Trademark Collateral with the United States Patent and Trademark Office (the “USPTO”) on October 19, 2021, at Reel/Frame No. 7459/0864;

WHEREAS, GateHouse Texas has informed the Agent that, pursuant to that certain Asset Purchase Agreement, dated as of January 21, 2022 (the “Purchase Agreement”), between GateHouse Texas, GateHouse Media Oklahoma Holdings, Inc., a Delaware corporation, and DB Texas Holdings, Inc., a Delaware corporation (each, a “Seller” and collectively, the “Sellers”), on the one hand, and CherryRoad Media, Inc., a Florida corporation (“Buyer”), on the other hand, the Sellers have sold or disposed of certain assets (the “Transferred Assets”), including the Released Trademark Collateral;

WHEREAS, GateHouse Texas has informed the Agent that the Disposition of the Transferred Assets, including the Released Trademark Collateral, is permitted under the Indenture; and

WHEREAS, pursuant to Section 14(d) of the Pledge and Security Agreement, GateHouse Texas has requested that the Agent execute and deliver this Release in order to evidence the release of the security interest in the Released Trademark Collateral granted to Agent under the Pledge and Security Agreement and the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of GateHouse Texas, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Indenture and Pledge and Security Agreement, as applicable.

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its security interest in the Released Trademark Collateral, without any recourse to, or representation or warranty by, the Agent. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Pledge and Security Agreement or the Trademark Security Agreement (collectively, but excluding the other Transferred Assets, the "Retained Collateral"). The Agent retains all security interests, liens and rights pledged and granted to the Agent under the Pledge and Security Agreement and the Trademark Security Agreement with respect to the Retained Collateral, and such security interests, liens and rights shall not be, and shall not be deemed to be, released, terminated, relinquished, discharged, impaired, interrupted or otherwise modified in any respect by this Release. Except as to the Released Trademark Collateral and the other Transferred Assets, the Pledge and Security Agreement and the Trademark Security Agreement shall continue to be in full force and effect.

SECTION 3. Further Assurances. The Agent hereby authorizes GateHouse Texas or GateHouse Texas's authorized representative to record this Release with the USPTO in order to memorialize the release of the security interest of the Agent in the Released Trademark Collateral.

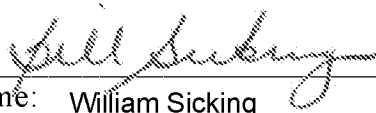
SECTION 4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 5. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

U.S. BANK NATIONAL ASSOCIATION,
in its capacity as Notes Collateral Agent

By: 
Name: William Sicking
Title: Vice President

[Signature Page – Notice of Release of Security Interest in Trademarks]

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RECORDED: 02/03/2022

TRADEMARK
REEL: 007612 FRAME: 0209