

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482117

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.		07/16/2018	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	McClatchy U.S.A., Inc.
Street Address:	c/o McClatchy Corporate Legal Department, 2100 Q Street
City:	Sacramento
State/Country:	CALIFORNIA
Postal Code:	95816
Entity Type:	Corporation: DELAWARE
Name:	McClatchy Management Services, Inc.
Street Address:	c/o McClatchy Corporate Legal Department, 2100 Q Street
City:	Sacramento
State/Country:	CALIFORNIA
Postal Code:	95816
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4074031	DEALSAVER
Registration Number:	3974164	TIMES-REGISTER
Registration Number:	4063169	WHATCOM MAGAZINE
Serial Number:	85512114	O'FALLON PROGRESS
Serial Number:	85512118	HIGHLAND NEWS LEADER
Serial Number:	85382825	PUGET SOUND DIGITAL NETWORK
Serial Number:	85542140	THE BLUFFTON PACKET

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

TRADEMARK

Correspondent Name: CT Corporation
Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 07/17/2018

Total Attachments: 5

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Bank of New York Mellon Trust Company, N.A.

- Individual(s)
- Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) July 16, 2018

- Assignment
- Security Agreement
- Other Release of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: McClatchy U.S.A., Inc.

Street Address: c/o McClatchy Corporate Legal Department, 2100 Q Street

City: Sacramento

State: CA

Country: USA Zip: 95816

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-DE
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera

Signature

July 16, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

McClatchy Management Services, Inc., a Delaware Corporation
c/o McClatchy Corporate Legal Department, 2100 Q Street
Sacramento, CA 95816
Citizenship -- USA -- DE

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of July 16, 2018 (the “Effective Date”), is made by The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”), in favor of MCCLATCHY U.S.A., INC. and MCCLATCHY MANAGEMENT SERVICES, INC. (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of February 11, 2010, by and among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Collateral Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantors executed and delivered a Trademark Security Agreement, dated as of March 14, 2012, (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 20, 2012 at Reel/Frame 4740/0020;

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

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.

2. Release. The Collateral Agent, without representation or warranty of any kind, hereby releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under the Security Agreement and the Trademark Security Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantors.

3. Termination. The Collateral Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.

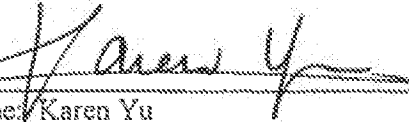
4. Further Assurances. The Collateral Agent agrees to take all further actions, and provide to the Grantors and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors’ sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., acting in its
capacity as Collateral Agent

By 
Name: Karen Yu
Title: Vice President

SCHEDULE I

Trademark Registrations

1. REGISTERED TRADEMARKS

MARK	OWNER NAME	REG #	REG DATE
DEAL SAVER	McClatchy Management Services, Inc.	4074031	12/20/11
TIMES-REGISTER	McClatchy U.S.A., Inc.	3974164	6/7/11
WHATCOM MAGAZINE	McClatchy U.S.A., Inc.	4063169	11/29/11

2. TRADEMARK APPLICATIONS

MARK	OWNER NAME	SERIAL #	REG DATE
HIGHLAND NEWS LEADER	McClatchy U.S.A., Inc.	85512114	Filed 1/9/12
O'FALLON PROGRESS	McClatchy U.S.A., Inc.	85512118	Filed 1/9/12
PUGET SOUND DIGITAL NETWORK	McClatchy Management Services, Inc.	85382825	Filed 7/27/11
THE BLUFFTON PACKET	McClatchy Management Services, Inc.	85542140	Filed 2/14/12