

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775728

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PNC Bank, National Association		12/20/2022	National Banking Association: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Gannett Fleming, Inc., (including as successor-in-interest to Gannett Fleming Affiliates, Inc.)		
Street Address:	730 Holiday Drive		
Internal Address:	Foster Plaza 8, Suite 400		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15220		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	Gannett Fleming Investment Corporation		
Street Address:	730 Holiday Drive		
Internal Address:	Foster Plaza 8, Suite 400		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15220		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	Gannett Fleming Management Services, LLC		
Street Address:	730 Holiday Drive		
Internal Address:	Foster Plaza 8, Suite 400		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15220		
Entity Type:	Corporation: PENNSYLVANIA		
Name:	Gannett Fleming Valuation and Rate Consultants, LLC		
Street Address:	730 Holiday Drive		
Internal Address:	Foster Plaza 8, Suite 400		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15220		

OP \$590.00 1963353

Entity Type:	Corporation: PENNSYLVANIA
Name:	Gannett Fleming Architects, Inc.
Street Address:	730 Holiday Drive
Internal Address:	Foster Plaza 8, Suite 400
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15220
Entity Type:	Corporation: PENNSYLVANIA
Name:	Gannett Fleming Project Development Corporation
Street Address:	730 Holiday Drive
Internal Address:	Foster Plaza 8, Suite 400
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15220
Entity Type:	Corporation: PENNSYLVANIA
Name:	Gannett Fleming of Michigan, Inc.
Street Address:	730 Holiday Drive
Internal Address:	Foster Plaza 8, Suite 400
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15220
Entity Type:	Corporation: PENNSYLVANIA
Name:	Ganflec Corporation
Street Address:	730 Holiday Drive
Internal Address:	Foster Plaza 8, Suite 400
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15220
Entity Type:	Corporation: PENNSYLVANIA
Name:	L. G. Hetager Drilling, Inc.
Street Address:	730 Holiday Drive
Internal Address:	Foster Plaza 8, Suite 400
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15220
Entity Type:	Corporation: PENNSYLVANIA
Name:	Gannett Fleming Sustainable Ventures Corporation
Street Address:	730 Holiday Drive
Internal Address:	Foster Plaza 8, Suite 400

City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15220
Entity Type:	Corporation: PENNSYLVANIA
Name:	Gannett Fleming Engineers and Architects, P.C.
Street Address:	730 Holiday Drive
Internal Address:	Foster Plaza 8, Suite 400
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15220
Entity Type:	Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Registration Number:	1963353	
Registration Number:	2662413	DESIGN COMPUTE PRINT MAIL GANCOM A DIVIS
Registration Number:	4243163	ELECTRIMAP
Registration Number:	4287885	EXCELLENCE DELIVERED AS PROMISED
Registration Number:	3795725	FORCES OF CHANGE
Registration Number:	2662414	GANCOM
Registration Number:	3347361	GANNETT FLEMING
Registration Number:	2573291	GEODECISIONS
Registration Number:	2591048	GEODECISIONS A DIVISION OF GANNETT FLEMI
Serial Number:	85020931	GEOILS
Registration Number:	3904455	GEOPLAN
Registration Number:	3886839	GFX FREIGHT SOLUTIONS
Registration Number:	2760940	INTELLIGROUT
Registration Number:	2862167	IRRIS
Registration Number:	3134298	OCULUS NETWORK
Registration Number:	3100879	T.A.W.E.S.
Registration Number:	4562980	T
Registration Number:	4562979	TAROS
Registration Number:	2807230	TERRASURE
Registration Number:	3969547	TERRASURE R-NEW
Registration Number:	2870122	TERRASURE RISK FREE REAL ESTATE REMEDIAT
Registration Number:	2847287	VTX
Registration Number:	2842438	VTX

CORRESPONDENCE DATA

Fax Number: 4123942555

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: 412-394-7767

Email: traip@clarkhill.com

Correspondent Name: Paul D. Bangor, Jr., Esquire

Address Line 1: 301 Grant Street, 14th Floor

Address Line 2: One Oxford Centre

Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	83359.334714
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NAME OF SUBMITTER:	Paul D. Bangor, Jr.
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SIGNATURE:	/Paul D. Bangor, Jr./
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DATE SIGNED:	12/21/2022
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Total Attachments: 11

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**TERMINATION AND RELEASE OF
SECURITY INTERESTS IN INTELLECTUAL PROPERTY**

This Termination and Release of Security Interests in Intellectual Property (the "Termination and Release") is granted, as of December 20, 2022, by PNC Bank, National Association, as administrative agent and collateral agent for the Lenders (hereinafter referred to in such capacity as "Administrative Agent") for the benefit of each of Gannett Fleming, Inc., (including as successor-in-interest to Gannett Fleming Affiliates, Inc.), Gannett Fleming Investment Corporation, Gannett Fleming Management Services, LLC, Gannett Fleming Valuation and Rate Consultants, LLC, Gannett Fleming Architects, Inc., Gannett Fleming Project Development Corporation, Gannett Fleming of Michigan, Inc., Ganflec Corporation, L. G. Hetager Drilling, Inc., Gannett Fleming Sustainable Ventures Corporation, Gannett Fleming Engineers and Architects, P.C. (each a "Grantor" and collectively, the "Grantors").

WITNESSETH:

WHEREAS, in connection with that certain Credit Agreement, dated November 30, 2018, by and among Gannett Fleming, Inc., a Delaware corporation, as borrower, the Guarantors (as defined therein) party thereto, the Lenders (as defined therein) party thereto and the Administrative Agent (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") and pursuant to that certain Patent, Trademark and Copyright Security Agreement, effective as of November 30, 2018, made by the Grantors for the benefit of the Administrative Agent (as amended, restated, modified or supplemented from time to time, the "IP Security Agreement"), each Grantor, as applicable, granted a Lien (as defined in the IP Security Agreement) (the "Security Interests") to the Administrative Agent (for itself and for the benefit of the Lenders) in the Collateral (as hereinafter defined) of each Grantor, as applicable;

WHEREAS, the Patent Security Interest was recorded in the United States Patent and Trademark Office on December 28, 2018, at Reel 047868, Frame 0599; the Trademark Security Interest was recorded in the United States Patent and Trademark Office on December 28, 2018, at Reel 006511, Frame 0200; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interests in and to all right, title and interest in, to and under all of the Collateral owned by Grantors, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Collateral: The term "Collateral," as used herein, shall mean all of each of the Grantors' respective right, title and interest in and to all of its then owned or thereafter acquired or arising and filed:

- (i) issued patents and patent applications, including, without limitation, the patents and patent applications set forth in Schedule A attached hereto, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-party thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world;
- (ii) the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including the trademark registration and trademark applications, including, without limitation, the trademark registrations and trademark applications set forth in Schedule B attached hereto, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world, together with the entire goodwill of such Grantor's business including but not by way of limitation such goodwill connected with and symbolized thereby;
- (iii) all copyrights, and all filed or issued registrations and recordings thereof, including, without limitation, the copyright registrations set forth in Schedule C attached hereto, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) any rights corresponding thereto throughout the world; and
- (iv) all license agreements with any other party whether such Grantor is a licensor or licensee under any such license agreement.

2. Release of Security Interests: The Administrative Agent hereby terminates, releases and discharges fully its Security Interests in all right, title and interest in and to the Collateral, and reassigns and transfers to each Grantor all right, title and interest that the

Administrative Agent may have in and to the Collateral of such Grantor. Any right, title or interest of the Administrative Agent in such Collateral shall hereby immediately cease and become void.

3. Authorization: The Administrative Agent hereby authorizes and directs the Commissioner of the United States Patent and Trademark Office, as well as the intellectual property offices of any other jurisdictions where any Collateral is registered, to release the above-referenced Security Interests.

4. Further Assurances: At the request and sole expense of Grantors, the Administrative Agent shall execute and deliver to the Grantors any such additional documents (and do such other acts) as Grantors may reasonably request to evidence the termination and release of the Security Interests.

5. Miscellaneous. Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement and/or the IP Security Agreement, as applicable, to the extent defined therein. Delivery of an executed counterpart of a signature page of this Termination and Release by telecopy or e-mail shall be effective as delivery of a manually executed counterparty of this Termination and Release.

6. Governing Law. THIS TERMINATION AND RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.


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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ADMINISTRATIVE AGENT:

PNC Bank, national association

By: 

Name: Richard G. Tutich

Title: Senior Vice President

SCHEDULE A

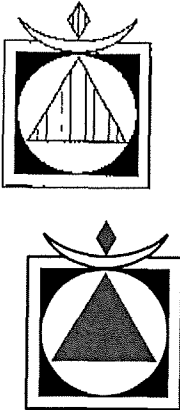
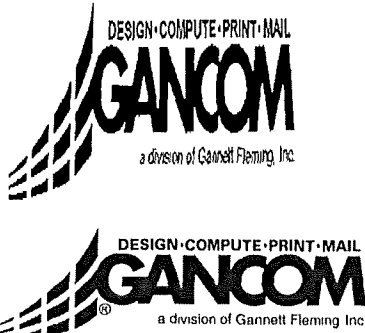
PATENTS


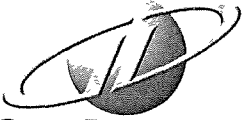
Title	Inventors and Assignee/Owner	Registration
Guide Rail Climbing Lifting Platform and Method	Inventors: D. Brennan, R Douglas Frederickson, B. Leisenring, C. Deitich, G. Burkhart Assignees: Elgood-Mayo (GF Affiliates, Inc.), D H Blattner & Sons	U S. Filing Date 6/2/00 Granted: 3/19/02 No 6,357,549 Expires 6/2/22
Guide Rail Climbing Lifting Platform	Inventors: D. Brennan, R Douglas Frederickson, B Leisenring, C. Deitich, G. Burkhart Assignees: Elgood-Mayo (GF Affiliates, Inc.), D H Blattner & Sons	European Filing Date 6/2/00 Granted: 10/5/05 No 1 057 770
Intelligent Road and Rail Information Systems and Methods	Inventors: B Scaer, J. Pollack, P. Allred Assignee: Gannett Fleming, Inc.	Provisional Filed: 2/5/03 Filed 2/5/04 Granted 3/22/05 No 6,871,137 B2 Expires 2/5/24
IntelliGrout – Apparatus and Method for Computerized Data Collection, Monitoring, Analysis, and Control of Grouting Operations (applicable to rock grouting, soil grouting, etc)	Inventors: D. Wilson (GFI), T. Dreese (GFI), J Cockburg (ACT) D Hyneen (ACT) Assignees: Gannett Fleming, Inc., ACT	Provisional Filed 11/31/01 Filing Date: 11/4/02 Granted 10/5/04 No 6,801,814 B1 Expires 11/4/22
Modular Landing Port (provisional)	Inventors: Osborne, Smith, Ganley, Peterson Assignee: Gannett Fleming, Inc.	Priority claim: App No.: 62/668030 Filing Date: 05/07/2018
Modular Landing Port (Design)	Inventors: Osborne, Smith, Ganley, Peterson Assignee: Gannett Fleming, Inc.	Priority claim: App No 29/646760 Filing Date: 05/07/2018
Osmotic Bioelectrochemical Systems	Inventor: Zhen He Assignees: UWM Research Foundation, Inc. & Gannett Fleming, Inc As of 8/15/2003, Agreement now adding Virginia Polytechnic Institute and State University	(U.S) Filing Date 7/11/2012 App No. 13/546105 Pub No . 20130017414 Pub Date. 1/17/2013 Priority claim Provisional App Nos 61/506223 (filed 7/11/2011) 61/585509 (filed 1/11/2012)
Osmotic Bioelectrochemical Systems	Inventor: Zhen He Assignees: UWM Research Foundation, Inc & Gannett Fleming, Inc. As of 8/15/2003, Agreement now adding Virginia Polytechnic Institute and State University	(International) Filing Date: 7/11/2012 PCT/US2012/046151 Pub Date 1/17/2013 Pub No: WO2013/009797A1




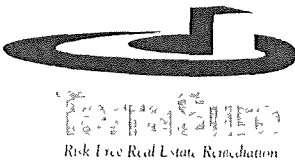
Water Quality Management System and Method (TAWES)	Inventor: B French, Assignee: Gannett Fleming, Inc	Filing Date: 7/21/01 Granted: 6/10/03 No . 6,575,662 Expires 7/21/21
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SCHEDULE B

TRADEMARKS

Trademarks	Owner	Registration	Deadlines
 <p>(Design only)</p>	Gannett Fleming Affiliates, Inc	Filing Date: 2/23/95 Reg. No.: 1,963,353 Reg. Date: 3/19/1996	Registration Renewal due between 3/19/25 - 3/19/26
<p>DESIGN COMPUTE PRINT MAIL GANCOM A DIVISION OF GANNETT FLEMING, INC. and Design</p> 	Gannett Fleming, Inc.	Filing Date: 10/14/01 Reg. No.: 2,662,413 Reg. Date: 12/17/2002	Registration Renewal due between 12/17/21-12/17/22
ELECTRIMAP	Gannett Fleming, Inc.	Filing Date: 08/30/2011 Serial No.: 85/410,862 Reg. Date: 11/13/2012 Reg. No : 4,243,163	Affidavit of Continued Use (§8) due 11/13/17-11/13/18 Registration Renewal due between 11/13/21-11/13/22
EXCELLENCE DELIVERED AS PROMISED	Gannett Fleming, Inc	Filing Date: 1/10/2012 Serial No.: 85/513,072 Reg. Date: 2/12/2013 Reg. No.: 4,287,885	Affidavit of Continued Use (§8) due 2/12/18-2/12/19 Registration Renewal due between 2/12/22-2/12/23

FORCES OF CHANGE	Gannett Fleming, Inc	Filing Date: 10/12/2009 Serial No.: 77/846,825 Reg. Date: 6/1/2010 Reg. No.. 3,795,725	Registration Renewal due between 6/1/2019 to 6/1/2020
GANCOM	Gannett Fleming, Inc	Filing Date: 10/14/01 Reg. No.. 2,662,414 Reg. Date: 12/17/2002	Registration Renewal due between 12/17/21- 12/17/22
GANNETT FLEMING	Gannett Fleming, Inc.	Filing Date: 3/14/07 Reg. No.: 3,347,361 Reg. Date: 12/4/2007	Registration Renewal due between 12/4/26- 12/4/27
GEODECISIONS	Gannett Fleming Inc.	Filing Date: 1/12/01 Reg. Date: 5/28/02 Reg. No.. 2,573,291	Registration Renewal due between 5/28/21- 5/28/22
GEODECISIONS A DIVISION OF GANNETT FLEMING, INC. and Design  GEODECISIONS A Division of Gannett Fleming, Inc.  GEODECISIONS A Division of Gannett Fleming	Gannett Fleming, Inc.	Filing Date: 1/12/01 Reg. Date: 7/9/02 Reg. No. 2,591,048	Registration Renewal due between 7/9/21- 7/9/22
GeoILS	Gannett Fleming, Inc.	Filing Date: 04/22/2010 No.. 85/020,931 NoPub: 03/29/2011 NoA: 05/24/2011 Reg. Date: 12/13/2011	Renewal (§8&9) due: 12/13/2020 - 12/13/21
GeoPlan	Gannett Fleming, Inc.	Filing Date: 06/24/2010 Serial No 85/070,366 NoPub: 10/26/2010 Reg. No.: 3,904,455 Reg. Date: 1/11/2011	Renewal (§8&9) due: 1/11/2020 - 1/11/2021
GFX FREIGHT SOLUTIONS	Gannett Fleming, Inc.	Filing Date: 9/8/2008 Reg. No.. 3,886,839 Reg. Date: 12/7/2010	Renewal (§8&9) due 12/7/2019 - 12/7/2020
INTELLIGROUT	Gannett Fleming, Inc.	Filing Date: 2/22/02 Reg. No.: 2,760,940 Reg. Date: 9/9/2003	Registration Renewal due between 9/9/22- 9/9/23
IRRIS	Gannett Fleming Inc.	Filing Date: 2/19/03 Reg. No.. 2,862,167 Reg. Date: 7/13/2004	Registration Renewal due between 7/13/23- 7/13/24

<p>OCULUS NETWORK and Design</p>  	<p>Gannett Fleming, Inc.</p>	<p>Filing Date: 3/3/05 Reg. No.: 3,134,298 Reg. Date: 8/22/06</p>	<p>Registration Renewal due between 8/22/2025-8/22/26</p>
<p>T.A.W.E.S</p>	<p>Gannett Fleming, Inc.</p>	<p>Filing Date: 4/15/04 Reg. Date: 6/6/06 Reg No : 3,100,879</p>	<p>Registration Renewal due between 6/6/25-6/6/26</p>
<p>T and Design</p>	<p>Gannett Fleming, Inc.</p>	<p>Filing Date: 10/14/13 Reg. Date: 7/8/2014 Reg. No.: 4,562,980</p>	<p>Affidavit of Continued Use (§8) due 7/8/19-7/8/20 Registration Renewal due between 7/8/23-7/8/24</p>
<p>TAROS</p>	<p>Gannett Fleming, Inc.</p>	<p>Filing Date: 10/14/13 Reg. Date: 7/8/2014 Reg. No.: 4,562,979</p>	<p>Affidavit of Continued Use (§8) due 7/8/19-7/8/20 Registration Renewal due between 7/8/23-7/8/24</p>
<p>TERRASURE</p>	<p>Gannett Fleming Sustainable Ventures Corporation</p>	<p>Filing Date: 4/17/02 Reg. No : 2,807,230 Reg. Date: 1/20/04</p>	<p>Registration Renewal due between 1/20/23-1/20/24 [allow to lapse, closing company]</p>
<p>TERRASURE R-NEW</p>	<p>Gannett Fleming Sustainable Ventures Corporation</p>	<p>Filing Date: 8/23/2010 Serial No.: 85/113,672 Reg. No.: 3,969,547 Reg. Date: 05/31/2011</p>	<p>Affidavit of Continued Use (§8) due 5/31/16-5/31/17 [allow to lapse, closing company]</p>
<p>TERRASURE RISK FREE REAL ESTATE REMEDIATION and Design</p>  	<p>Gannett Fleming Sustainable Ventures Corporation</p>	<p>Filing Date: 4/17/02 Reg. No.: 2,870,122 Reg. Date: 8/3/04</p>	<p>Registration Renewal due between 8/3/23-8/3/24 [allow to lapse, closing company]</p>

TerraSure (Canada)	Gannett Fleming, Inc.	Filing Date: 10/15/02 Reg. No.: 652,462 Reg. Date: 11/8/05	Registration Renewal due between 11/8/19- 11/8/20 [allow to lapse, closing company]
TerraSure and Design (Canada)	Gannett Fleming, Inc.	Filing Date: 10/15/02 Reg. No.: 652,461 Reg. Date: 11/8/05	Registration Renewal due between 11/8/19- 11/8/20 [allow to lapse, closing company]
VTX	Gannett Fleming, Inc.	Filing Date: 12/9/02 Reg. No.: 2,847,287 Reg. Date: 6/1/04	Registration Renewal due between 6/1/23- 6/1/24
VTX and Design 	Gannett Fleming, Inc.	Filing Date: 12/9/02 Reg. No.: 2,842,438 Reg. Date: 5/18/04	Registration Renewal due between 5/18/23- 5/18/24

SCHEDULE C

COPYRIGHTS

Title	Registration	Owner
EZ Meta	Registered: 7/25/00 No.: TX-5-259-129	Gannett Fleming, Inc
Gannett Fleming PBS (logo)	Registered 5/23/08 No: VAu-966-091	Gannett Fleming, Inc
Gannett Fleming, Building A Legacy. A Century of Innovative and Resilient Projects	Registered 9/21/2015 No. TX 8-194-424	Gannett Fleming, Inc
GeoTOPS	Registered 11/3/2010 No TXu 1-727-947	Gannett Fleming, Inc.
GF Gravity Tool	Registered 1/28/08 No TXu 1-612-817	Gannett Fleming, Inc.
HPMS Console	Registered: 11/3/2010 No TXu 7-341-007	Gannett Fleming, Inc.
Innovation and Resilience A History of Gannett Fleming	Registered 03/15/2016	Gannett Fleming, Inc.
Intelligent Road & Rail Information System (IRRIS)	Registered 4/26/02 No. TXu 1-051-530	Gannett Fleming, Inc.
Sergeant Signal	Registered 2/14/03 No PA-1-149-189	Gannett Fleming, Inc
SLD (straight line diagram)	Registered: 11/3/2010 No TXu 7-341-011	Gannett Fleming, Inc
SmartDat	Registered: 1/1/02 No TX-1-065-664	Gannett Fleming, Inc.
UtiliManager	Registered 9/9/01 No TX-5-433-954	Gannett Fleming, Inc.
WebEMS	Registered 11/7/06 No TX-6-454-723	Gannett Fleming, Inc.
WebMetrics	Registered. 3/4/08 No TXu-1-650-345	Gannett Fleming, Inc.
Williams Information Management Systems (WIMS)	Registered: 4/29/2010 No TXu-1-701-267	Gannett Fleming, Inc.

TRADEMARK