900879010 08/19/2024

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI436536

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900859992		

CONVEYING PARTY DATA

Name	Formerly	nerly Execution Date Entity Type	
U.S. Bank National Association		06/01/2024	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Company Name:	ompany Name: Texas-New Mexico Newspapers, LLC	
Street Address: 7950 Jones Branch Drive		
City:	Mclean	
State/Country:	VIRGINIA	
Postal Code:	22107	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 5

Property Type Number		Word Mark		
Registration Number:	2718848	ALAMOGORDO DAILY NEWS		
Registration Number:	3038866	ALAMOGORDO DAILY NEWS		
Registration Number: 4903988		CARLSBAD CURRENT-ARGUS		
Registration Number:	4900558	CARLSBAD CURRENT-ARGUS		
Registration Number: 2718847		RUIDOSO NEWS		

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@cogencyglobal.com

Correspondent Name: Jay daSilva

Address Line 1: 1025 Connecticut Avenue NW

Address Line 2: Suite 712

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	2389325 TM2
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett

TRADEMARK 900879010 REEL: 008550 FRAME: 0436

DATE SIGNED:	08/19/2024		
Total Attachments: 4			
source=2. US BANK Trademark Release FULL [07-17-2024 Update - EMW]#page1.tiff			
source=2. US BANK Trademark Release FULL [07-17-2024 Update - EMW]#page2.tiff			
source=2. US BANK Trademark Release FULL [07-17-2024 Update - EMW]#page3.tiff			
source=2_US_BANK_Trademark_Release_FULL_[07-17-2024_Update - FMWI#page4_tiff			

TRADEMARK REEL: 008550 FRAME: 0437

NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this "Release"), effective as of June 1, 2024, is made by U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Notes Collateral Agent for itself and the other Holders (the "Agent"), in favor of TEXAS-NEW MEXICO NEWSPAPERS, LLC, a Delaware limited liability company (the "Seller"), pursuant to (i) that certain 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, the Seller, 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 the Seller, as a Grantor, the other Grantors party thereto and the Agent.

WITNESSETH:

WHEREAS, in connection with the Pledge and Security Agreement, the Seller 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, the Seller granted to the Agent for the benefit of the Secured Parties, a continuing security interest in the trademark registrations set forth on Schedule A attached hereto, together with (i) all extensions, modifications and renewals thereof, (ii) the goodwill of the Seller'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 the Seller'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 "<u>USPTO</u>") on October 19, 2021, at Reel/Frame No. 7460/0658;

WHEREAS, the Seller has informed the Agent that, pursuant to that certain Asset Purchase Agreement, dated as of May 2, 2024 (the "<u>Purchase Agreement</u>"), between the Seller, on the one hand, and El Rito Media LLC, a New Mexico limited liability company (the "<u>Buyer</u>"), on the other hand, the Seller has sold or disposed of certain assets (the "<u>Transferred Assets</u>"), including the Released Trademark Collateral;

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

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WHEREAS, pursuant to Section 14(d) of the Pledge and Security Agreement, the Seller 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 the Seller, as follows:

SECTION 1. <u>Definitions</u>. 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. <u>Further Assurances</u>. The Agent hereby authorizes the Seller or the Seller'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. <u>Choice of Law</u>. 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. <u>Counterparts</u>. 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 TRUST COMPANY, NATIONAL ASSOCIATION, in its capacity as Notes Collateral Agent

Name: William Sicking

Title:

Vice President

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

SCHEDULE A

Released Trademark Collateral

	Mark	Owner	Status	Jurisdiction	Reg. No.	Reg. Date
1.	ALAMOGORDO DAILY NEWS	Texas-New Mexico Newspapers, LLC	Registered	US	2718848	May 27, 2003
2.	ALAMOGORDO DAILY NEWS	Texas-New Mexico Newspapers, LLC	Registered	US	3038866	January 10, 2006
3.	CARLSBAD CURRENT- ARGUS	Texas-New Mexico Newspapers, LLC	Registered	US	4903988	February 28, 2016
4.	CARLSBAD CURRENT- ARGUS	Texas-New Mexico Newspapers, LLC	Registered	US	4900558	February 16, 2016
5.	RUIDOSO NEWS	Texas-New Mexico Newspapers, LLC	Registered	US	2718847	May 27, 2003

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RECORDED: 06/03/2024

TRADEMARK REEL: 008550 FRAME: 0441