

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383805

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Journal Sentinel Inc.		05/05/2016	Corporation: WISCONSIN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3777279	JSONLINE	
<b>Registration Number:</b>	4315186	JOURNAL SENTINEL	
<b>Registration Number:</b>	2399533	WISCONSIN TRAILS	
<b>Registration Number:</b>	3942388	MILWAUKEEMOMS.COM	
<b>Registration Number:</b>	4007422	DEALWATCH	
<b>Registration Number:</b>	4621259	JRN JOURNAL PUBLISHING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<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>			
<b>Phone:</b>	(650) 251-5187		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	JaeWon Lee		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	509265-1924		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		

CH \$165.00 3777279

<b>DATE SIGNED:</b>	05/10/2016
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**Total Attachments: 5**

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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), dated as of May 5, 2016 is made by Journal Sentinel Inc., a Wisconsin corporation, (a "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of June 29, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Gannett Co., Inc. (f/k/a Gannett SpinCo, Inc.) (the "Borrower"), the Lenders, the Administrative Agent and the other agents parties thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries have executed and delivered a certain Security Agreement dated as of June 29, 2015 in favor of the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement have the meanings provided or provided by reference in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby collaterally assigns and pledges to the Administrative Agent, and hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of the Trademarks now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

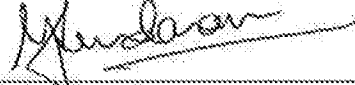
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

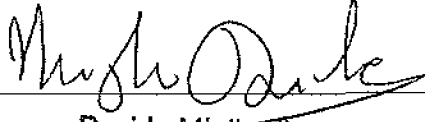
JOURNAL SENTINEL INC.

By:   
Name: Minakshi Sundaram  
Title: Treasurer

[Signature Page to JS Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005791 FRAME: 0593**

JPMORGAN CHASE BANK, N.A..  
as Administrative Agent for the Lenders

By:   
Name: \_\_\_\_\_  
Title: **Davide Migliardi**  
**Vice President**

## SCHEDULE A

### U.S. Trademark Registrations and Applications

Title	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Renewal Date	Owner
JSONLINE	United States of America	77/804235	8/13/2009	3777279	4/20/2010	4/20/2020	Journal Sentinel Inc.
JOURNAL SENTINEL	United States of America	77/371074	1/14/2008	4315186	4/9/2013	4/9/2023	Journal Sentinel Inc.
WISCONSIN TRAILS	United States of America	75/718451	6/1/1999	2399533	10/31/2000	10/31/2020	Journal Sentinel Inc.
MILWAUKEEMOMS.COM	United States of America	85/016810	4/19/2010	3942388	4/5/2011	4/5/2021	Journal Sentinel Inc.
DEALWATCH	United States of America	85/078703	7/6/2010	4007422	8/2/2011	8/2/2021	Journal Sentinel Inc.
JRN JOURNAL PUBLISHING & DESIGN	United States of America	86/258544	4/22/2014	4621259	10/14/2014	10/14/2024	Journal Sentinel Inc.