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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM383808

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Scripps NP Operating, LLC		05/05/2016	Limited Liability Company: WISCONSIN

### **RECEIVING PARTY DATA**

Name:	JPMorgan Chase Bank, N.A., as administrative agent
Street Address:	10 S. Dearborn
Internal Address:	7th Floor
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	4260392	ABILENE REPORTER-NEWS
Registration Number:	4069608	BEST OF KNOXVILLE
Registration Number:	2415110	BEST OF THE BEST
Registration Number:	4267076	CALLER TIMES
Registration Number:	4573103	CALLER TIMES
Registration Number:	2721648	CALLER TIMES BEST OF THE BEST #1
Registration Number:	2646118	CALLER TIMES BEST OF THE BEST READERS' C
Registration Number:	4240853	CALLER.COM
Registration Number:	3696711	GIG HARBOR LIFE
Registration Number:	3706327	GIG HARBOR LIFE
Registration Number:	4240843	GO SAN ANGELO
Registration Number:	3439601	GOSMOKIES
Registration Number:	4294536	INDEPENDENT MAIL
Registration Number:	4240844	INDEPENDENTMAIL.COM
Registration Number:	4240842	KITSAP SUN
Registration Number:	3504119	KNOXNEWS.COM
Registration Number:	3605794	KNS
Registration Number:	4224696	MARCO EAGLE
		TRADEMARK

900363974 REEL: 005791 FRAME: 0601

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Property Type	Number	Word Mark			
Registration Number:	4252929	MARCONEWS.COM			
Registration Number:	4260395	NAPLES DAILY NEWS			
Registration Number:	4260396	NAPLESNEWS.COM			
Registration Number:	3682076	PREP XTRA			
Registration Number:	4260393	REPORTERNEWS			
Registration Number:	4179479	STANDARD-TIMES			
Registration Number:	2493881	TCPALM			
Serial Number:	85525224	COLLIER CITIZEN			
Serial Number:	86828639	PRINT 901			

### CORRESPONDENCE DATA

**Fax Number:** 6502515002

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: (650) 251-5187

Email: jmull@stblaw.com

Correspondent Name: JaeWon Lee

Address Line 1: 2475 Hanover Street

Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265-1924
NAME OF SUBMITTER:	J. Jason Mull
SIGNATURE:	/J. Jason Mull/
DATE SIGNED:	05/10/2016

### **Total Attachments: 6**

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### <u>GRANT OF</u> SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (the "Agreement"), dated as of May 5, 2016 is made by Scripps NP Operating, LLC, a Wisconsin limited liability company, (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.

### WITNESSETH:

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. <u>Definitions</u>. 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. <u>Purpose</u>. 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.

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SECTION 4. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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]

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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.

SCRIPPS NP OPERATING, LLC.

Name: Minakshi Sundaram

Title: Treasurer

[Signature Page to Scripps NP Trademark Security Agreement]

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
COLLIER CITIZEN	United States of America	85/525224	1/25/2012			Date	Scripps NP Operating, LLC
PRINT 901 & DESIGN	United States of America	86/828639	11/23/2015				Scripps NP Operating, LLC
ABILENE REPORTER- NEWS	United States of America	85/515107	1/12/2012	4260392	12/18/2012	12/18/2022	Scripps NP Operating, LLC
BEST OF KNOXVILLE	United States of America	85/158004	10/21/2010	4069608	12/13/2011	12/13/2021	Scripps NP Operating, LLC
BEST OF THE BEST (STYLIZED)	United States of America	75/608572	12/17/1998	2415110	12/26/2000	12/26/2020	Scripps NP Operating, LLC
CALLER TIMES	United States of America	85/515185	1/12/2012	4267076	1/1/2013	1/1/2023	Scripps NP Operating, LLC
CALLER TIMES	United States of America	85/780232	11/15/2012	4573103	7/22/2014	7/22/2024	Scripps NP Operating, LLC
CALLER TIMES BEST OF THE BEST #1 & DESIGN	United States of America	75/608758	12/17/1998	2721648	6/3/2003	6/3/2023	Scripps NP Operating, LLC
CALLER TIMES BEST OF THE BEST READERS' CHOICE & DESIGN	United States of America	75/606961	12/17/1998	2646118	11/5/2002	11/5/2022	Scripps NP Operating, LLC
CALLER.COM	United States of America	85/515205	1/12/2012	4240853	11/13/2012	11/13/2022	Scripps NP Operating, LLC
GIG HARBOR LIFE	United States of America	77/500029	6/16/2008	3696711	10/13/2009	10/13/2019	Scripps NP Operating, LLC
GIG HARBOR LIFE	United States of America	77/500028	6/16/2008	3706327	11/3/2009	11/3/2019	Scripps NP Operating, LLC
GO SAN ANGELO	United States of America	85/514477	1/11/2012	4240843	11/13/2012	11/13/2022	Scripps NP Operating, LLC
GOSMOKIES	United States of America	77/236997	7/24/2007	3439601	6/3/2008	6/3/2018	Scripps NP Operating, LLC
INDEPENDENT MAIL	United States of America	85/514484	1/11/2012	4294536	2/26/2013	2/26/2023	Scripps NP Operating, LLC
INDEPENDENTMAIL.COM	United States of America	85/514487	1/11/2012	4240844	11/13/2012	11/13/2022	Scripps NP Operating, LLC
KITSAP SUN	United States of America	85/514460	1/11/2012	4240842	11/13/2012	11/13/2022	Scripps NP Operating, LLC

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KNOXNEWS.COM	United States of America	77/317698	10/31/2007	3504119	9/23/2008	9/23/2018	Scripps NP Operating, LLC
KNS & DESIGN	United States of America	77/564832	9/8/2008	3605794	4/14/2009	4/14/2019	Scripps NP Operating, LLC
MARCO EAGLE	United States of America	85/515337	1/12/2012	4224696	10/16/2012	10/16/2022	Scripps NP Operating, LLC
MARCONEWS.COM	United States of America	85/525231	1/25/2012	4252929	12/4/2012	12/4/2022	Scripps NP Operating, LLC
NAPLES DAILY NEWS	United States of America	85/515219	1/12/2012	4260395	12/18/2012	12/18/2022	Scripps NP Operating, LLC
NAPLESNEWS.COM	United States of America	85/515238	1/12/2012	4260396	12/18/2012	12/18/2022	Scripps NP Operating, LLC
PREP XTRA & COLOR DESIGN	United States of America	77/501941	6/18/2008	3682076	9/15/2009	9/15/2019	Scripps NP Operating, LLC
REPORTERNEWS	United States of America	85/515116	1/12/2012	4260393	12/18/2012	12/18/2022	Scripps NP Operating, LLC
STANDARD-TIMES	United States of America	85/514467	1/11/2012	4179479	7/24/2012	7/24/2022	Scripps NP Operating, LLC
TCPALM	United States of America	75/769671	8/6/1999	2493881	10/2/2001	10/2/2021	Scripps NP Operating, LLC