# OP \$465.00 1917939

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM520198

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		04/12/2019	Corporation: NEW YORK

### **RECEIVING PARTY DATA**

Name:	Emmis Publishing, L.P.
Street Address:	40 Monument Circle
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	Limited Partnership: INDIANA

### **PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark	
Registration Number:	1917939	INDIANAPOLIS MONTHLY	
Registration Number:	735488	ATLANTA MAGAZINE	
Registration Number:	2325902	TASTE OF INDIANAPOLIS	
Registration Number:	1027910	TEXAS MONTHLY	
Registration Number:	1379148	DOMAIN	
Registration Number:	2182747	E EMMIS PUBLISHING	
Registration Number:	1678086	BUZZ	
Registration Number:	3381016	THE INDIANAPOLIS MAGAZINE	
Registration Number:	3419121	TEXAS MONTHLY @ HOME	
Registration Number:	3592016	TM	
Registration Number:	3456628	TM	
Registration Number:	3468986	TU CIUDAD	
Registration Number:	2834684	TEXAS MONTHLY TALKS	
Registration Number:	2898384	THE ULTIMATE INTOWN LIVING TOUR	
Registration Number:	3681764	OBJECT LESSON	
Registration Number:	3827594	PAGE BREAK	
Serial Number:	85844635	ENCYCLOPEDIA TEXANICA	
Serial Number:	85908058	HOW TO RAISE A TEXAN	

TRADEMARK REEL: 006625 FRAME: 0226

900495330

### **CORRESPONDENCE DATA**

**Fax Number:** 3176361507

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:** 317-238-6304

**Email:** rgoode@kdlegal.com

Correspondent Name: Robert J. Goode

Address Line 1: One Indiana Square, Suite 2800 Address Line 4: Indianapolis, INDIANA 46204

NAME OF SUBMITTER:	Robert J. Goode
SIGNATURE:	/Robert J. Goode/
DATE SIGNED:	04/22/2019

### **Total Attachments: 4**

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS TERMINATION AND RELEASE (this "Release") dated as of April 12, 2019, from THE BANK OF NEW YORK MELLON, a New York banking corporation, as Administrative Agent (the "Administrative Agent"), with an address of 2001 Bryan Street, Ste. 1000, Dallas, Texas 75201, in favor of EMMIS PUBLISHING, L.P., an Indiana limited partnership (the "Grantor"), having an address of 40 Monument Circle, Indianapolis, Indiana 46204.

### WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of June 10, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), the Grantor granted, in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (the "Prior Administrative Agent"), a security interest (the "Security Interest") in certain collateral, including the Trademark Collateral (as hereinafter defined), which Collateral Agreement and Security Interest were both assigned by the Prior Administrative Agent to the Administrative Agent pursuant to that certain Successor Agent Agreement and Amendment to Credit Agreement, dated as of April 18, 2017 (the "Successor Agent Agreement");

WHEREAS, pursuant to the Collateral Agreement, the Prior Administrative Agent and the Grantor entered into that certain Notice of Security Interests in Trademarks, dated as of June 10, 2014 (the "<u>Trademark Security Agreement</u>"), under which the Grantor, reaffirmed its intent to grant and granted a Security Interest to the Administration Agent in certain Trademark Collateral, which Trademark Security Agreement was assigned by the Prior Administrative Agent to the Administrative Agent pursuant to the Successor Agent Agreement;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 20, 2014, at Reel 5306 and Frame 0921, and assigned to the Administrative Agent by the Prior Administrative Agent by a filing on April 21, 2017, at Reel 6039 and Frame 0301; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

- 1. <u>Definitions</u>. The term "<u>Trademark Collateral</u>," as used herein shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided in the Collateral Agreement.
- 2. <u>Release of Security Interest</u>. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, without recourse, representation or warranty of any kind and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.
- 3. <u>Authorization</u>. The Administrative Agent hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Release.
- 4. <u>Further Assurances</u>. The Administrative Agent hereby agrees, at the sole cost and expense of Grantor, to duly execute, acknowledge, procure and deliver any further documents (in form

and substance reasonably satisfactory to the Administrative Agent) and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

5. <u>Choice of Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflicts of law principles.

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[signature page follows]

### SIGNATURE PAGE – TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (EMMIS PUBLISHING, L.P.)

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

THE BANK OF NEW YORK MELLON, as Administrative Agent

By:

Name: Kebeeca A. Nora

Title: <u>AUTHORIZED SIGNER</u>

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Registration Date	Registration Number
Indianapolis Monthly	9/12/95	1917939
Atlanta Magazine	7/31/62	735,488
Taste of Indianapolis	3/7/00	2,325,902
Texas Monthly	12/23/75	1,027,910
Domain	1/21/86	1,379,148
E Emmis Publishing and Design	8/18/98	2,182,747
Buzz	3/3/92	1,678,086
The Indianapolis Magazine	2/12/08	3,381,016
Texas Monthly @ Home	4/29/08	3,419,121
TM & Design	3/17/09	3,592,016
TM & Design	7/1/08	3,456,628
Tu Ciudad	7/15/08	3,468,986
Texas Monthly Talks	4/20/04	2,834,684
The Ultimate Intown Living Tour	10/26/04	2,898,384
Object Lesson	9/8/09	3,681,764
Page Break	8/03/10	3,827,594
Indianapolis Monthly Shops	9/22/11	20,120,572

# **Pending Trademark Applications**

Mark	Filing Date	Serial Number
Encyclopedia Texanica	2/8/13	85/844,635
How to Raise a Texan	4/18/13	85/908,058

**RECORDED: 04/22/2019**