

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A.		11/19/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	REACHLOCAL, INC.		
Street Address:	7950 JONES BRANCH DRIVE		
City:	MCLEAN		
State/Country:	VIRGINIA		
Postal Code:	22107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4200130	REACHCAST	
Registration Number:	4126407	TOTALBANNERNOW	
Registration Number:	3106383	REACHLOCAL	
Registration Number:	3680718	TOTALTRACK	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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>			
Phone:	(212)455-2017		
Email:	ksolomon@stblaw.com		
Correspondent Name:	LOREN SHOKES, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/1924		
NAME OF SUBMITTER:	LOREN SHOKES		
SIGNATURE:	/LS/		
DATE SIGNED:	12/11/2019		

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Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of November 19, 2019 (“Termination and Release”), from JPMORGAN CHASE BANK, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, in its capacity as Administrative Agent pursuant to the Credit Agreement (as defined below), with the several banks and other financial institutions parties thereto (in such capacity, the “Grantee”), in favor of ReachLocal, Inc., a Delaware corporation, located at 7950 Jones Branch Drive, McLean, VA 22107 (the “Grantor”).

W I T N E S S E T H

WHEREAS, the Grantee is party to that certain Credit Agreement, dated as of June 29, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Gannett Co., Inc. (f/k/a Gannett SpinCo, Inc.), the Lenders, certain other parties, the Grantee as Administrative Agent and the other agents that are parties thereto;

WHEREAS, pursuant to the Security Agreement dated as of June 29, 2015, in favor of the Grantee as Administrative Agent for the banks and other financial institutions or entities from time to time parties to the Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), Grantor granted a security interest to the Grantee;

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of September 1, 2016, between the Grantee and Grantor (the “Trademark Security Agreement”), Grantor, by reference to the Security Agreement, reaffirmed its intent to assign and transfer to the Grantee a security interest in, and granted to the Grantee, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in the Trademarks now owned or at any time hereafter acquired by Grantor or in which such Grantor then had or at any time in the future may have acquired any right, title or interest, including, without limitation, those Trademarks listed on Schedule A attached hereto (collectively, the “Trademark Collateral”) to secure the Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office on January 5, 2017 at Reel 5959 and Frame 0961; and

WHEREAS, the Grantee now desires to terminate and release the entirety of its security interest in the Trademark Collateral;

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 Grantee hereby states as follows:

1. Definitions. Capitalized terms used in this Termination and Release and not otherwise defined herein have the meanings specified in the Trademark Security Agreement or Security Agreement, as applicable.
2. Release of Security Interest. The Grantee hereby terminates, releases and discharges its security interest in the Trademark Collateral, and any right, title or interest of the Grantee in such Trademark Collateral shall hereby cease and become void. The Grantee hereby assigns, transfers and conveys any and all right, title and interest of the Grantee in the Trademark Collateral to the Grantor. The Grantee hereby authorizes Grantor or Grantor’s authorized representatives to record or file this Termination and Release with the Trademark Division of the United States Patent and Trademark Office or any other applicable governmental office or agency at Grantor’s sole expense.

3. Further Assurances. The Grantee hereby agrees, at Grantor's sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

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

JPMORGAN CHASE BANK, N.A., in its capacity as
Administrative Agent

By: 
Name: _____
Title: Matthew Cheung
Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	App. No. or Reg. No.	Mark
ReachLocal, Inc.	4,200,130	REACHCAST
ReachLocal, Inc.	4,126,407	TOTALBANNERNOW
ReachLocal, Inc.	3,106,383	REACHLOCAL
ReachLocal, Inc.	3,680,718	TOTALTRACK