

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM554035

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Camelot Newspaper Buyer, LLC		12/17/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	20 King Street West		
<b>Internal Address:</b>	4th floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1602234	DAYTON DAILY NEWS	
<b>Registration Number:</b>	1602258	SPRINGFIELD NEWS-SUN	
<b>Registration Number:</b>	4574402	MYDAYTONDAILYNEWS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2126834120		
<b>Email:</b>	luis.rodriguez@unitedcorporate.com		
<b>Correspondent Name:</b>	Elaine Carrera		
<b>Address Line 1:</b>	80 PINE STREET		
<b>Address Line 2:</b>	C/O CAHILL GORDON & REINDEL LLP		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10005		
<b>NAME OF SUBMITTER:</b>	ELAINE CARRERA		
<b>SIGNATURE:</b>	/ELAINE CARRERA/		
<b>DATE SIGNED:</b>	12/19/2019		
<b>Total Attachments: 6</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Camelot Newspaper Buyer, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC
- Association
- Limited Partnership

Citizenship (see guidelines) USA-DE

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) December 17, 2019

- Assignment
- Security Agreement
- Other First Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Royal Bank of Canada

Street Address: 20 King Street West, 4th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5H 1C4

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I

See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera

Signature

December 17, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**Notice of Grant of Security Interest in Trademarks (First Lien)**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (FIRST LIEN), dated as of December 17, 2019 (this “Notice”), made by Camelot Newspaper Buyer, LLC, a Delaware Limited Liability Company (the “Pledgor”), in favor of ROYAL BANK OF CANADA, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (First Lien), dated as of December 17, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Terrier Media Buyer, Inc. (the “Borrower”), each subsidiary of the Borrower identified therein and Royal Bank of Canada, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, pledge and grant to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth

herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


**SECTION 4. Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

**SECTION 5. Governing Law.** THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

Camelot Newspaper Buyer, LLC

By: 

Name: Brett Fennell

Title: Vice President, Chief Financial Officer  
and Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

**TRADEMARK**  
**REEL: 006821 FRAME: 0230**

ROYAL BANK OF CANADA,  
as Collateral Agent,

By: 

Name: Susan Khokher  
Title: Manager, Agency

[Signature Page to Notice of Grant of Security Interest in Trademarks (First Lien)]

Schedule I  
to Notice of Grant of Security Interest in Trademarks (First Lien)

Trademarks Owned by Camelot Newspaper Buyer, LLC

U.S. Trademark Registrations

Mark	Registration Number	Registration Date
DAYTON DAILY NEWS	1602234	6/19/1990
SPRINGFIELD NEWS-SUN	1602258	6/19/1990
MYDAYTONDAILYNEWS	4574402	7/29/2014

U.S. Trademark Applications

None.