# OP \$40.00 5052979

ETAS ID: TM603762

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wilmington Trust, National Association		10/16/2020	Corporation:

### **RECEIVING PARTY DATA**

Name:	The McClatchy Company, LLC		
Street Address:	2100 Q Street		
City:	Sacramento		
State/Country:	CALIFORNIA		
Postal Code:	95816-6899		
Entity Type:	Limited Liability Company: DELAWARE		

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	5052979	WALTER

## **CORRESPONDENCE DATA**

**Fax Number:** 9106924286

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:** 9106924900

**Email:** slater@rmrattorneys.com

Correspondent Name: Stephen Later

Address Line 1: 120 Applecross Road

Address Line 4: Pinehurst, NORTH CAROLINA 28374

NAME OF SUBMITTER:David B. WoronoffSIGNATURE:/David B Woronoff/DATE SIGNED:10/19/2020

**Total Attachments: 3** 

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> TRADEMARK REEL: 007079 FRAME: 0881

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE dated as of October 16, 2020, from Wilmington Trust, National Association, not in its individual capacity, but solely in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent") to The McClatchy Company, LLC (f/k/a SIJ, LLC) (the "Grantor").

### WITNESSETH:

WHEREAS, pursuant to the Notes Collateral Agreement, dated as of September 4, 2020, among the Collateral Agent and the Grantor and the other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted a continuing security interest in and continuing lien upon (the "Security Interest") certain collateral to the Collateral Agent;

WHEREAS, in connection with that certain Notice of Security Interests in Trademarks, between the Collateral Agent and Grantor (the "<u>Trademark Security Agreement</u>"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant the Security Interest to the Collateral Agent specifically in certain trademarks and trademarks for which applications are registered and pending of Grantor, including United States trademark registration no. 5,052,979 "WALTER" (the "<u>Walter Mark</u>");

WHEREAS, in connection with the Grantor's sale of the Walter Mark (along with other assets related to the Walter Magazine) to The Pilot, LLC, the Grantor has requested that the Collateral Agent terminate and release the entirety of its Security Interest in the Walter Mark, but, for clarity, the Collateral Agent's Security Interest in all Trademark Collateral (as such term is defined in the Trademark Security Agreement) other than the Walter Mark shall continue;

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 Collateral Agent hereby states as follows:

- I. Release of Security Interest. The Collateral Agent, without representation or warranty of any kind, hereby terminates, releases and discharges its Security Interest in the Walter Mark and all goodwill associated therewith, and any right, title or interest of the Collateral Agent in the Walter Mark and all goodwill associated therewith shall hereby cease and become void. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to the Walter Mark and any goodwill associated therewith, the Collateral Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.
- 2. <u>Further Assurances</u>. The Collateral Agent hereby agrees 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 the

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case of the foregoing, as may be reasonable requested in writing by the Grantor, and at the sole cost and expense of the Grantor.

- 3. <u>Governing Law.</u> THIS TERMINATION AND RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.
- 4. <u>Electronic Signature</u>: Delivery of an executed counterpart to this Termination and Release by electronic signature, telecopy transmission (or other electronic transmission pursuant to procedures approved by the Collateral Agent) shall be as effective as delivery of a manually signed original.

[Signature Page Follows]

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

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent

By: Jarah Vilhaun Name: Sarah Vilhauer Title: Banking Officer

[Signature Page to Termination and Release]

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**RECORDED: 10/19/2020**