

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM606533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTER DOMUS PRODUCTS CORP.	FORMERLY Cortland Products Corp.	11/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	W-SYSTEMS CORP.		
Street Address:	175 Sully's Trail		
Internal Address:	3rd Floor		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	Corporation: NEVADA		
Name:	UpCurve, Inc.		
Street Address:	175 Sully's Trail		
Internal Address:	3rd Floor		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5954451	W W-SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	skirschenheiter@paulweiss.com, cmannino@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	SARAH KIRSCHENHEITER		
Address Line 1:	PAUL WEISS RIFKIND WHARTON & GARRISON LLP		
Address Line 2:	1285 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10019-6064		

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ATTORNEY DOCKET NUMBER:	030151-047
NAME OF SUBMITTER:	Sarah Kirschenheiter
SIGNATURE:	/Sarah Kirschenheiter/
DATE SIGNED:	11/03/2020
Total Attachments: 4 source=Gannett_Trademark Release - W-Systems_2020 Execution Version#page1.tif source=Gannett_Trademark Release - W-Systems_2020 Execution Version#page2.tif source=Gannett_Trademark Release - W-Systems_2020 Execution Version#page3.tif source=Gannett_Trademark Release - W-Systems_2020 Execution Version#page4.tif	

NOTICE OF RELEASE OF
SECURITY INTEREST IN CERTAIN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this “Release”), effective as of November 1, 2020 is made by ALTER DOMUS PRODUCTS CORP. (formerly Cortland Products Corp.), as Collateral Agent and Administrative Agent for the Lenders (the “Agent”), in favor of W-SYSTEMS CORP., a Nevada corporation (“W-Systems”) and UpCurve, Inc., a Delaware corporation (together with W-Systems, the “Sellers”), pursuant to (i) that certain Credit Agreement, dated as of November 19, 2019 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Gannett Co, Inc. (formerly New Media Investment Group Inc.), a Delaware corporation (“Holdings”), Gannett Holdings LLC (formerly Arctic Holdings LLC), a Delaware limited liability company (the “Borrower”), the Sellers, the other Guarantors party thereto, the Lenders from time to time party thereto and Agent, and (ii) that certain Pledge and Security Agreement, dated as of November 19, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”) between the Sellers, the other grantors party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, in connection with the Pledge and Security Agreement, the Sellers executed and delivered the Trademark Security Agreement, dated as of November 19, 2019, in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, each Seller granted to the Agent for the benefit of the Secured Parties, a security interest in all of such Seller’s right, title and interest in, to and under the trademark registrations and applications set forth on Schedule A attached hereto (the “Trademarks”), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the “Released Trademark Collateral”);

WHEREAS, the Agent recorded its security interest in the Released Trademark Collateral with the United States Patent and Trademark Office (the “USPTO”) on February 14, 2020, at Reel/Frame No.6867/0171;

WHEREAS, the Borrower has informed the Agent that, pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), SugarCRM Inc., a Delaware corporation (“Purchaser”), the Sellers, and solely for purposes of Section 7.10 and Article VIII of the Purchase Agreement, Holdings, the Sellers have sold or disposed of certain assets (the “Transferred Assets”), including the Released Trademark Collateral;

WHEREAS, the Borrower has informed the Agent that the Disposition of the Transferred Assets, including the Released Trademark Collateral, is permitted under the Credit Agreement; and

WHEREAS, pursuant to Section 14(d) of the Pledge and Security Agreement, the Sellers have requested that the Agent execute and deliver this Release in order to evidence the release of the security interest in the Released Trademark Collateral granted to Agent under the Pledge and Security Agreement and the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Sellers, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and Pledge and Security Agreement, as applicable .

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its security interest in the Released Trademark Collateral, without any recourse to, or representation or warranty by, the Agent. This Release is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Pledge and Security Agreement or the Trademark Security Agreement (collectively, but excluding the other Transferred Assets, the “Retained Collateral”). The Agent retains all security interests, liens and rights pledged and granted to the Agent under the Pledge and Security Agreement and the Trademark Security Agreement with respect to the Retained Collateral, and such security interests, liens and rights shall not be, and shall not be deemed to be, released, terminated, relinquished, discharged, impaired, interrupted or otherwise modified in any respect by this Release. Except as to the Released Trademark Collateral and the other Transferred Assets, the Pledge and Security Agreement and the Trademark Security Agreement shall continue to be in full force and effect.

SECTION 3. Further Assurances. The Agent hereby authorizes the Sellers or the Seller’s authorized representative to record this Release with the USPTO in order to memorialize the release of the security interest of the Agent in the Released Trademark Collateral.


SECTION 4. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 5. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above

ALTER DOMUS PRODUCTS CORP.,
in its capacity as Collateral Agent and Administrative
Agent

By: 
Name: Emily Ergang Pappas
Title: Head of Legal, North America

SCHEDULE A

Released Trademark Collateral

	Mark	Owner	Status	Territory	Registration No.	Registration Date
1.	W-SYSTEMS (logo)	W-Systems Corp.	Registered	U.S.	5954451	1/7/2020