

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alter Domus Products Corp., as Collateral Agent		06/01/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gannett Co. Inc.		
Street Address:	7950 Jones Branch Drive		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22107		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5300028	KICKSERV	
CORRESPONDENCE DATA			
Fax Number:	2124920298		
<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:	212 373 3298		
Email:	skirschenheiter@paulweiss.com, mmcguire@paulweiss.com		
Correspondent Name:	Sarah Kirschenheiter		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	Paul, Weiss, Rifkind, Wharton & Garrison		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	030151-047		
NAME OF SUBMITTER:	Sarah Kirschenheiter		
SIGNATURE:	/Sarah Kirschenheiter/		
DATE SIGNED:	06/01/2021		
Total Attachments: 4			
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NOTICE OF RELEASE OF
SECURITY INTEREST IN CERTAIN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this “Release”), effective as of June 1, 2021 is made by ALTER DOMUS PRODUCTS CORP., as Notes Collateral Agent for itself and the other Holders (the “Agent”), in favor of GANNETT CO. INC., a Delaware corporation (“Gannett”), pursuant to (i) that certain that certain Indenture, dated as of November 17, 2020 (as amended, supplemented or otherwise modified from time to time, the “Indenture”), among Gannett, the other Subsidiary Guarantors party thereto and U.S. Bank National Association, a national banking association organized and existing under the laws of the United States, as trustee, and (ii) that certain Amended and Restated Pledge and Security Agreement, dated February 9, 2021(as amended, supplemented or otherwise modified from time to time, the “Pledge and Security Agreement”), among Gannett, the other Grantors party thereto and the Agent.

WITNESSETH:

WHEREAS, in connection with the Pledge and Security Agreement, Gannett executed and delivered the Trademark Security Agreement, dated as of February 9, 2021, in favor of the Agent (the “Trademark Security Agreement”);

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, Gannett granted to the Agent for the benefit of the Secured Parties, a continuing security interest in the trademark registration set forth on Schedule A attached hereto (the “Trademark”), together with (i) all extensions, modifications and renewals thereof, (ii) the goodwill of Gannett’s business symbolized by the foregoing or connected therewith, (iii) all proceeds thereof, including any income, license fees, royalties, damages, and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present or future infringements, dilutions and other violations thereof, (iv) the right to sue for past, present and future infringements, dilutions and other violations thereof, and (v) all of Gannett’s rights corresponding thereto throughout the world (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 10, 2021, at Reel/Frame No. 7189/0057;

WHEREAS, Gannett has informed the Agent that, pursuant to that certain Asset Purchase Agreement, dated as of May 17, 2021 (the “Purchase Agreement”), between Gannett’s affiliate, Kickserv, Inc., a Delaware corporation (“Kickserv”), Todd Eccles, an individual, and Norman’s Dojo, Inc., a Delaware corporation (“Purchaser”), Gannett has sold or disposed of certain assets (the “Transferred Assets”), including the Released Trademark Collateral;

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

WHEREAS, pursuant to Section 14(d) of the Pledge and Security Agreement, Gannett has 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 Gannett, 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 Indenture 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 Gannett or Gannett'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 Notes Collateral Agent

By: 
Name: Matthew Trybula
Title: Associate Counsel

SCHEDULE A

Released Trademark Collateral

	Mark	Owner	Status	Territory	Registration No.	Registration Date
1.	KICKSERV	Gannett Co., Inc.	Registered	U.S.	5300028	10/3/2017

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