

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citibank, N.A., as Collateral Agent		06/26/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Gannett River States Publishing Corporation		
Street Address:	7950 Jones Branch Drive		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22107		
Entity Type:	Corporation: ARKANSAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4862338	MAGNOLIA MAGAZINE	
Registration Number:	4938130	MAGNOLIA MAGAZINE	
CORRESPONDENCE DATA			
Fax Number:	6785534779		
<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:	678-553-4778		
Email:	feldmanjoel@gtlaw.com		
Correspondent Name:	Joel R. Feldman		
Address Line 1:	3333 Piedmont Rd. NE, Suite 2500		
Address Line 4:	Atlanta, GEORGIA 30305		
ATTORNEY DOCKET NUMBER:	175601012400		
NAME OF SUBMITTER:	Joel R. Feldman		
SIGNATURE:	/jrf/		
DATE SIGNED:	08/03/2021		
Total Attachments: 5			
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**NOTICE OF RELEASE OF
SECURITY INTEREST IN CERTAIN TRADEMARKS**

This NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (the "Agreement") is made by Citibank, N.A., a national banking organization, having a principal office address of Citibank Delaware, One Penn's Way, OPS II, New Castle, Delaware 19720, in its capacity for itself and the other Secured Parties (the "Releasor"), to and in favor of Gannett River States Publishing Corporation, a corporation organized under the laws of Arkansas, having a principal office address of 7950 Jones Branch Drive, McLean, Virginia 22107 (the "Releasee") for good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged by the parties.

WHEREAS, this Agreement is made pursuant to (i) that certain Credit Agreement, dated as of February 9, 2021 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Gannett Co., Inc., a Delaware corporation, Gannett Holdings LLC, a Delaware limited liability company, Releasee, each Guarantor party thereto, the Lenders from time to time party thereto and the Releasor, and (ii) that certain Pledge and Security Agreement by and among Releasee, the other Grantors party thereto, the Releasor and certain other parties, dated as of February 9, 2021 (as may have been amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, Releasee executed and delivered the Trademark Security Agreement, dated as of February 9, 2021, in favor of the Releasor (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Releasee granted to the Releasor for the benefit of the Secured Parties, a continuing security interest in the trademark registrations set forth on Schedule A attached hereto (the "Marks"), together with (i) all extensions, modifications and renewals thereof, (ii) the goodwill of Releasee'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 Releasee's rights corresponding thereto throughout the world (collectively, the "Released Trademark Collateral");

WHEREAS, Releasor recorded its security interest in the Released Trademark Collateral with the United States Patent and Trademark Office (the "USPTO") on February 9, 2021, at Reel/Frame No. 7185/0588;

WHEREAS, Releasee has informed Releasor that, pursuant to that certain Trademark Purchase Agreement, dated as of July 19, 2021 (the "Purchase Agreement"), between Releasee and Magnolia Business Ventures LLC, Releasee has sold or disposed of the Released Trademark Collateral;

WHEREAS, Releasee has informed Releasor that the Disposition of the Released Trademark Collateral, is permitted under the Credit Agreement; and

WHEREAS, pursuant to Section 14(d) of the Security Agreement, Releasee has requested that Releasor execute and deliver this Agreement in order to evidence the release of the security interest in the Released Trademark Collateral granted to Releasor under the Security Agreement and the Trademark Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Releasor agrees, for the benefit of Releasee, as follows.

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

2. **Release.** Releasor does hereby release, relinquish and discharge its security interest in the Released Trademark Collateral, without any recourse to, or representation or warranty by, Releasor. This Agreement is applicable only and solely with respect to the Released Trademark Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement (collectively, the "Retained Collateral"). Releasor retains all security interests, liens and rights pledged and granted to Releasor under the 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 Agreement. Except as to the Released Trademark Collateral, the Security Agreement and the Trademark Security Agreement shall continue to be in full force and effect.

3. **Future Cooperation.** Releasor agrees to cooperate to execute all papers and perform such other acts as may be reasonably necessary to give Releasee and its successors and assigns the full benefit of this Agreement.

4. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement and any counterpart may be executed and delivered by facsimile transmission, electronic mail or other electronic means and a signature transmitted or delivered by facsimile transmission or other electronic means, shall be attributable to a party as if it were the act of such party and will be binding upon such party and have the same legal effect and enforceability as an original signed copy.


IN WITNESS WHEREOF, this Agreement has been duly executed, effective as of July 26, 2021.

RELEASOR:

Citibank, N.A.

RELEASEE:

Gannett River States Publishing Corporation

By: 

By: _____

Name: David Tudor

Name: _____

Title: Managing Director & Vice President

Title: _____

IN WITNESS WHEREOF, this Agreement has been duly executed, effective as of July 26, 2021.

RELEASOR:

Citibank, N.A.

By: _____

Name: _____

Title: _____

RELEASEE:

Gannett River States Publishing Corporation

By: Mark Maring

Name: Mark Maring

Title: Sr. V.P. of Finance & Treasurer

SCHEDULE A

Released Trademark Collateral

	Mark	Owner	Status	Territory	Registration No.	Registration Date
1.	MAGNOLIA MAGAZINE	Gannett River States Publishing Corporation	Registered	U.S.	4,862,338	12/1/2015
2.	MAGNOLIA MAGAZINE	Gannett River States Publishing Corporation	Registered	U.S.	4,938,130	4/12/2016

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