# OP \$115.00 2612145

ETAS ID: TM706166

#### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

Version v1.2

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 Notes Collateral Agent		02/01/2022	Corporation: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	GATEHOUSE MEDIA TEXAS HOLDINGS II, INC.		
Street Address:	175 Sully's Trail, 3rd Floor		
City:	Pittsford		
State/Country:	NEW YORK		
Postal Code:	14534		
Entity Type:	Corporation: DELAWARE		

#### **PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2612145	BROWNWOOD BULLETIN
Registration Number:	1648116	WAXAHACHIE DAILY LIGHT
Registration Number:	1616691	STEPHENVILLE EMPIRE-TRIBUNE
Registration Number:	1613783	ALICE ECHO-NEWS

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1592607 TM
NAME OF SUBMITTER:	Anna Marcus
SIGNATURE:	/Anna Marcus/
DATE SIGNED:	02/02/2022

TRADEMARK REEL: 007609 FRAME: 0178

## Total Attachments: 4 source=Gannett \_ Convert Notes - REL \_ 2022 Executed(5778933#page2.tif source=Gannett \_ Convert Notes - REL \_ 2022 Executed(5778933#page3.tif source=Gannett \_ Convert Notes - REL \_ 2022 Executed(5778933#page4.tif source=Gannett \_ Convert Notes - REL \_ 2022 Executed(5778933#page5.tif

TRADEMARK REEL: 007609 FRAME: 0179

### NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this "Release"), effective as of February 1, 2022 is made by ALTER DOMUS PRODUCTS CORP., as Notes Collateral Agent for itself and the other Holders (the "Agent"), in favor of GATEHOUSE MEDIA TEXAS HOLDINGS II, INC., a Delaware corporation ("GateHouse Texas"), 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 Co., Inc., as issuer, GateHouse Texas, as a Subsidiary Guarantor, 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 GateHouse Texas, the other Grantors party thereto and the Agent.

#### $\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$ :

WHEREAS, in connection with the Pledge and Security Agreement, GateHouse Texas 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, GateHouse Texas 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 GateHouse Texas'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 GateHouse Texas'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 "<u>USPTO</u>") on February 10, 2021, at Reel/Frame No. 7189/0057;

WHEREAS, GateHouse Texas has informed the Agent that, pursuant to that certain Asset Purchase Agreement, dated as of January 21, 2022 (the "Purchase Agreement"), between GateHouse Texas, GateHouse Media Oklahoma Holdings, Inc., a Delaware corporation, and DB Texas Holdings, Inc., a Delaware corporation (each, a "Seller" and collectively, the "Sellers"), on the one hand, and CherryRoad Media, Inc., a Florida corporation ("Buyer"), on the other hand, the Sellers have sold or disposed of certain assets (the "Transferred Assets"), including the Released Trademark Collateral;

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WHEREAS, GateHouse Texas 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, GateHouse Texas 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 GateHouse Texas, as follows:

SECTION 1. <u>Definitions</u>. 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. <u>Further Assurances</u>. The Agent hereby authorizes GateHouse Texas or GateHouse Texas'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. <u>Choice of Law</u>. 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. <u>Counterparts</u>. 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 for above.

ALTER DOMUS PRODUCTS CORP.

in its capacity as Notes Collateral Agent

By:\ Name;

Title:

[Signature Page - Notice of Release of Security Interest in Trademarks]

**RECORDED: 02/02/2022** 

TRADEMARK

REEL: 007609 FRAME: 0182