

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NY Daily News Enterprises, LLC		10/03/2022	Limited Liability Company: DELAWARE
TRX PUBCO, LLC		10/03/2022	Limited Liability Company: DELAWARE
Daily News, L.P.		10/03/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Sterling Commercial Credit, LLC
Street Address:	10559 Citation Drive, Suite 204
City:	Brighton
State/Country:	MICHIGAN
Postal Code:	48116
Entity Type:	Limited Liability Company: MICHIGAN

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Serial Number:	88206875	MAKE AMERICA PROMISES
Registration Number:	4093176	NEW YORK'S HOMETOWN NEWSPAPER
Registration Number:	4688927	NEW YORK'S HOMETOWN NEWSPAPER
Registration Number:	4241717	
Registration Number:	4496316	DAILY NEWS AMERICA
Registration Number:	4456709	DAILY NEWS AMERICA
Serial Number:	85578606	DAILY NEWS AMERICA
Serial Number:	85207969	NY'S HOMETOWN NEWSPAPER
Serial Number:	78653557	25HOURSONLINE.COM
Serial Number:	78653554	25HOURS ONLINE
Serial Number:	78462531	WE NEWS YORK
Registration Number:	2989434	25 HOURS
Registration Number:	3849082	YOUR NEW YORK
Registration Number:	3849078	YOUR NEW YORK
Serial Number:	77573850	NY DIGITAL

OP \$815.00 88206875

Property Type	Number	Word Mark
Registration Number:	3563034	NYDAILYNEWS.COM
Registration Number:	3447467	
Serial Number:	77038773	DAILY NEWS SPORTS HALL OF FAME
Serial Number:	77038740	DAILY NEWS SPORTS HALL OF FAME
Registration Number:	3096193	HORA HISPANA
Registration Number:	3127456	VNY
Registration Number:	3026159	SCRATCH N' MATCH
Registration Number:	2757728	RUSSIAN BEAT
Registration Number:	2174645	MOST NEWYORK
Registration Number:	2128338	SCRATCH 'N' MATCH
Registration Number:	2123057	PRIMERA FILA
Serial Number:	74707143	TV VUE
Serial Number:	74644044	DAILY NEWS SUNDAY SPOTLIGHT
Serial Number:	74475535	THE MOST NEW YORK YOU CAN GET
Registration Number:	1944580	THE MOST NEW YORK YOU CAN GET
Serial Number:	74414890	VUE
Registration Number:	1932491	NEW YORK VUE

CORRESPONDENCE DATA

Fax Number: 2158325619

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: 2155695619

Email: timothy.pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye (164656-01001 F.M.)

Address Line 1: Blank Rome LLP

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	164656-01001
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	10/05/2022

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Trademark Security Agreement”) dated as of October 3, 2022 is made by each signatory party hereto (each, a “Grantor” and collectively, the “Grantors”), in favor of **STERLING COMMERCIAL CREDIT, LLC**, a Delaware limited liability company, in its capacity as administrative agent for the Lenders (together with its successors and assigns in such capacity, “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”), among **NY DAILY NEWS ENTERPRISES, LLC**, a Delaware limited liability company, **TRX PUBCO GP, LLC**, a Delaware limited liability company, **TRX PUBCO, LLC**, a Delaware limited liability company, **DAILY NEWS, L.P.**, a Delaware limited partnership (collectively, and together with any additional entities that hereafter become party thereto as a borrower in accordance with the terms thereof by executing a joinder thereto, each, a “Borrower” and collectively, the “Borrowers”), the financial institutions which are now or which hereafter become a lender thereunder (collectively, the “Lenders” and each individually a “Lender”) and the Administrative Agent, the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Administrative Agent, for the benefit of the Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to the Administrative Agent, for the benefit of the Lenders, a continuing first priority security interest in all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of such Grantor’s trademarks, trademark applications, service marks, trade names, and associated goodwill (collectively, “Trademarks”), and licenses for any of the foregoing (“Licenses”), including those trademark registrations and applications referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by each Grantor, to the Administrative Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving such Grantor.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Such Grantor shall give prompt notice in writing to Administrative Agent with respect to any such new trademark registrations or applications. Without limiting each Grantor's obligations under this Section 5, each Grantor hereby authorizes Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark registrations or applications of such Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. Upon the Payment in Full of the Obligations, the security interest granted herein shall automatically terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

8. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

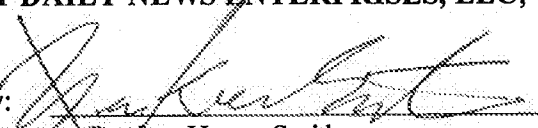
9. GOVERNING LAW. SECTION 10.10 OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]

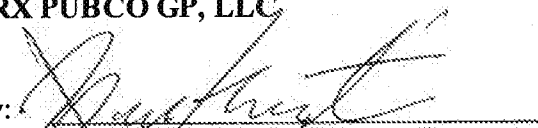
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

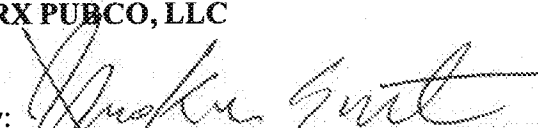
NY DAILY NEWS ENTERPRISES, LLC,

By: 
Name: Booker Henry Smith
Title: Secretary and Treasurer

TRX PUBCO GP, LLC

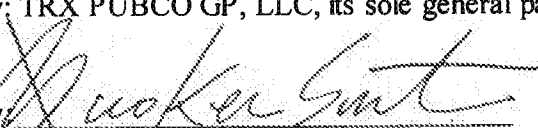
By: 
Name: Booker Henry Smith
Title: Secretary and Treasurer

TRX PUBCO, LLC

By: 
Name: Booker Henry Smith
Title: Secretary and Treasurer

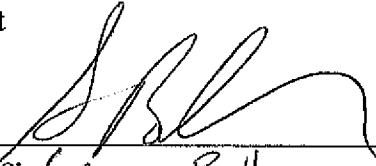
DAILY NEWS, L.P.

By: TRX PUBCO GP, LLC, its sole general partner

By: 
Name: Booker Henry Smith
Title: Secretary and Treasurer

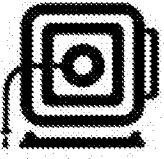

ACCEPTED AND
ACKNOWLEDGED BY:




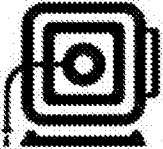
STERLING COMMERCIAL CREDIT, LLC,
as Agent

By: 
Name: Greg Bolter
Title: Chief Credit Officer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registrations:

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No)	Status
MAKE AMERICA PROMISES	Daily News, L.P. a limited partnership organized under the laws of Delaware composed of TRX Pubco GP, LLC of Delaware and TRX Pubco, LLC of Delaware	11/27/2018	88206875	Dead
NEW YORK'S HOMETOWN NEWSPAPER	Daily News, L.P. the general partner New DN Company, Inc.	01/31/2012	4,093,176	Live
NEW YORK'S HOMETOWN NEWSPAPER	Daily News, L.P. the general partner New DN Company, Inc.	02/17/2015	4,688,927	Live
	Daily News, L.P. New DN Company	11/13/2012	4,241,717	Live
	Daily News, L.P. New DN Company	03/11/2014	4,496,316	Dead
DAILY NEWS AMERICA	Daily News, L.P. New DN Company, the general partner	12/24/2013	4,456,709	Dead

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No)	Status
	Daily News, L.P. New DN Company	03/23/2012	85578606	Dead
NY'S HOMETOWN NEWSPAPER	Daily News, L.P. the general partner New DN Company	12/30/2010	85207969	Dead
25HOURSONLINE.COM	Daily News, L.P.	06/17/2005	78653557	Dead
25HOURS ONLINE	Daily News, L.P.	6/17/2005	78653554	Dead
	Daily News, L.P. composed of New DN Company	08/05/2004	78462531	Dead
25 HOURS	Daily News, L.P.	08/30/2005	2,989,434	Dead
	Daily News, L.P. New DN Company, Inc.	09/14/2010	3,849,082	Dead
YOUR NEW YORK	Daily News, L.P. New DN Company, Inc.	09/14/2010	3,849,078	Dead
NY DIGITAL	Daily News, L.P.	09/18/2008	77573850	Dead
NYDAILYNEWS.COM	Daily News, L.P. New DN Company, Inc	01/20/2009	3,563,034	Live
	Daily News, L.P. New DN Company	06/17/2008	3,447,467	Live

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No)	Status
DAILY NEWS SPORTS HALL OF FAME	Daily News, L.P.	11/07/2006	77038773	Dead
DAILY NEWS SPORTS HALL OF FAME	Daily News, L.P.	11/7/2006	77038740	Dead
HORA HISPANA	Daily News, L.P. New DN Company	05/23/2006	3,096,193	Dead
VNY	Daily News, L.P. New DN Company	08/08/2006	3,127,456	Dead
SCRATCH N' MATCH	Daily News, L.P. New DN Company	12/13/2005	3,026,159	Dead
RUSSIAN BEAT	Daily News, L.P. New DN Company	08/26/2003	2,757,728	Dead
MOST NEWYORK	Daily News, L.P. composed of New DN Company	07/21/1998	2,174,645	Dead
SCRATCH 'N' MATCH	Daily News, L.P.	01/13/1998	2,128,338	Dead
PRIMERA FILA	Daily News, L.P. composed of New DN Company	12/23/1997	2,123,057	Dead

Mark Name	Owner	Reg. Date (App. Date)	Reg. No. (App. No)	Status
TV VUE	Daily News, L.P. composed of New DN Company	07/28/1995	74707143	Dead
DAILY NEWS SUNDAY SPOTLIGHT	Daily News, L.P. composed of New DN Company	03/09/1995	74644044	Dead
THE MOST NEW YORK YOU CAN GET	Daily News, L.P. composed of New DN Company	01/03/1994	74475535	Dead
THE MOST NEW YORK YOU CAN GET	Daily News, L.P. composed of New DN Company	12/26/1995	1,944,580	Dead
VUE	Daily News, L.P. composed of New DN Company	07/21/1993	74414890	Dead
NEW YORK VUE	Daily News, L.P. composed of New DN Company	11/07/1995	1,932,491	Dead

Applications:

None