TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM771243

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank National Association, as Collateral Agent		12/01/2022	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	DB North Carolina Holdings, 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: 1

	Property Type Number		Word Mark		
ſ	Registration Number:	2612693	THE COURIER-TRIBUNE		

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.

800-494-5225 Phone:

Email: ipteam@cogencyglobal.com

Stewart Walsh Correspondent Name:

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:	1842370 TM USB
NAME OF SUBMITTER:	Anna Marcus
SIGNATURE:	/Anna Marcus/
DATE SIGNED:	12/01/2022

Total Attachments: 5

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TRADEMARK REEL: 007906 FRAME: 0261

NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS (this "Release"), effective as of December 1, 2022 is made by U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Notes Collateral Agent for itself and the other Holders (the "Agent"), in favor of DB NORTH CAROLINA HOLDINGS, INC., a Delaware corporation ("DB North Carolina"), pursuant to (i) that certain that certain Indenture, dated as of October 15, 2021 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), among Gannett Co., Inc., Gannett Holdings LLC, as Issuer, DB north Carolina, as a Subsidiary Guarantor, the other Guarantors party thereto and the Agent, and (ii) that certain Pledge and Security Agreement, dated October 15, 2021 (as amended, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), among DB North Carolina, the other Grantors party thereto and the Agent.

<u>W I T N E S S E T H</u>:

WHEREAS, in connection with the Pledge and Security Agreement, DB ARKANSAS HOLDINGS, INC. ("DB Arkansas") executed and delivered the Notice of Grant of Security Interest in Trademarks, dated as of October 15, 2021, in favor of the Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, DB North Carolina 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 DB North Carolina'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 DB North Carolina'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 October 19, 2021, at Reel/Frame No. 7458/0357;

WHEREAS, in furtherance of the Purchase Agreement (defined below), DB Arkansas assigned all of its right, title and interest in the Released Trademark Collateral to DB North Carolina, pursuant to that certain Trademark Assignment, dated as of November 9, 2022, which has been submitted with the USPTO for recordation (but for which a Reel/Frame No. has not yet been assigned as of the date hereof);

WHEREAS, DB North Carolina has informed the Agent that, pursuant to that certain Asset Purchase Agreement, dated as of November 18, 2022 (the "Purchase Agreement"),

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TRADEMARK
REEL: 007906 FRAME: 0262

between DB North Carolina and CA North Carolina Holdings, Inc., a Delaware corporation (each, a "<u>Seller</u>" and collectively, the "<u>Sellers</u>"), on the one hand, and PMG Community Newsgroup LLC, a Kentucky limited liability company ("<u>Buyer</u>"), on the other hand, the Sellers have sold or disposed of certain assets (the "<u>Transferred Assets</u>"), including the Released Trademark Collateral;

WHEREAS, DB North Carolina 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, DB North Carolina 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 DB North Carolina, 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 DB North Carolina or DB North Carolina'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.

-2-

[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.

> U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,

in its capacity as Notes Collateral Agent

Title: Vice President

SCHEDULE A

Released Trademark Collateral

	Mark	Owner	Status	Territory		Registration Date
1.	THE COURIER-TRIBUNE	DB North	Registered	U.S.	2612693	8/27/2002
		Carolina				
		Holdings, Inc. (via				
		Holdings, Inc. (via assignment from				
		DB Arkansas				
		Holdings, Inc.)				

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RECORDED: 12/01/2022

TRADEMARK REEL: 007906 FRAME: 0266