

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM775584

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GANNETT FLEMING, INC.		12/20/2022	Corporation: DELAWARE
GANNETT FLEMING SUSTAINABLE VENTURES CORPORATION		12/20/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SOUND POINT AGENCY LLC		
<b>Street Address:</b>	375 Park Avenue, 33rd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10152		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 23</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1963353		
<b>Registration Number:</b>	2662413	DESIGN COMPUTE PRINT MAIL GANCOM A DIVIS	
<b>Registration Number:</b>	4287885	EXCELLENCE DELIVERED AS PROMISED	
<b>Registration Number:</b>	3795725	FORCES OF CHANGE	
<b>Registration Number:</b>	2662414	GANCOM	
<b>Registration Number:</b>	3347361	GANNETT FLEMING	
<b>Registration Number:</b>	2573291	GEODECISIONS	
<b>Registration Number:</b>	2591048	GEODECISIONS A DIVISION OF GANNETT FLEMI	
<b>Registration Number:</b>	3904455	GEOPLAN	
<b>Registration Number:</b>	2760940	INTELLIGROUT	
<b>Registration Number:</b>	2862167	IRRIS	
<b>Registration Number:</b>	3134298	OCULUS NETWORK	
<b>Registration Number:</b>	3100879	T.A.W.E.S.	
<b>Registration Number:</b>	4562980	T	
<b>Registration Number:</b>	4562979	TAROS	
<b>Registration Number:</b>	2807230	TERRASURE	
<b>Registration Number:</b>	2870122	TERRASURE RISK FREE REAL ESTATE REMEDIAT	

OP \$590.00 1963353

Property Type	Number	Word Mark
Registration Number:	2847287	VTX
Registration Number:	2842438	VTX
Serial Number:	97134205	
Serial Number:	97021037	C
Serial Number:	88864281	CIVA
Serial Number:	90855175	VTX

**CORRESPONDENCE DATA**

Fax Number: 7045032622  
*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: 7045032600  
Email: msheehan@kslaw.com  
Correspondent Name: King & Spalding LLP  
Address Line 1: 300 S. Tryon St., Ste 1700  
Address Line 2: Attn: Moira Sheehan  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	22745.515012
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/s/ Moira Sheehan
DATE SIGNED:	12/20/2022

**Total Attachments: 9**  
source=Kestrel - Trademark Security Agreement [Executed]#page1.tif  
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source=Kestrel - Trademark Security Agreement [Executed]#page9.tif

NOTICE OF SECURITY INTEREST IN TRADEMARK

THIS NOTICE OF SECURITY INTEREST IN TRADEMARK (this "Trademark Security Agreement"), dated as of December 20, 2022, is made by each of the entities listed on the signature pages hereof as a "Grantor" (each a "Grantor" and, collectively, the "Grantors"), in favor of SOUND POINT AGENCY LLC, as Administrative Agent (as defined in the Credit Agreement referred to below) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 20, 2022 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by GANNETT FLEMING, INC., a Delaware corporation (the "Borrower"), OSP GANNETT PURCHASER LLC, a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto, the L/C Issuer and the Administrative Agent, the Lenders have severally agreed to make extensions of credit and the L/C Issuer has agreed to Issue Letters of Credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of December 20, 2022 (as such agreement may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of the Administrative Agent, to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuer and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings given to such terms in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, hereby pledges to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor; provided, however, notwithstanding the foregoing, no Lien or security interest shall attach to any Excluded Property and the provisions of this Agreement need not be satisfied with respect to Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security in such property shall attach thereto (the "Trademark Collateral");

- (a) all of its United States Trademarks, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Any signature delivered by facsimile, email or other Electronic Transmission shall be deemed a manually executed original hereof for all purposes.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 6. Termination. This Agreement shall terminate concurrently with the termination of the Guaranty and Security Agreement.

Section 7. Conflict with Other Agreements. In the event of any conflict between this Trademark Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

**GANNETT FLEMING, INC.**  
as Grantor

DocuSigned by:  
*Robert Scaer*  
By: \_\_\_\_\_  
43F2FFCFC7DB470...  
Name: Robert Scaer  
Title: Chief Executive Officer

**GANNETT FLEMING SUSTAINABLE  
VENTURES CORPORATION**  
as Grantor

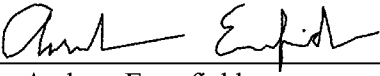
DocuSigned by:

*John Kovacs*

By: \_\_\_\_\_  
Name: John Kovacs  
Title: President

**ACCEPTED AND AGREED**

**SOUND POINT AGENCY LLC,**  
as Administrative Agent

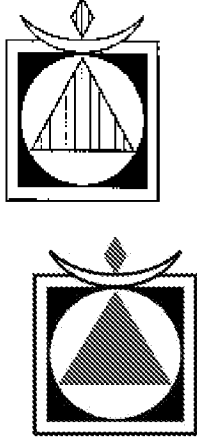
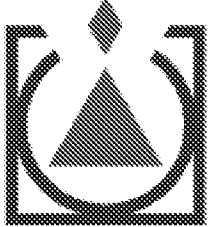

By: 

Name: Andrew Eversfield

Title: Duly Authorized Signatory



Schedule 1

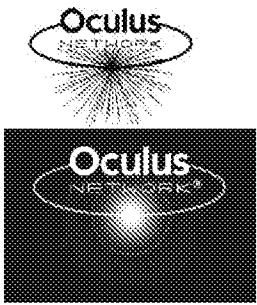
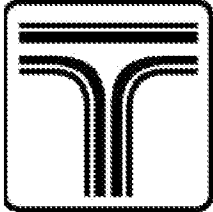
United States Registered Trademarks and Trademark Applications:




<u>Grantor</u>	<u>Mark</u>	<u>Status</u>
Gannett Fleming, Inc. <sup>1</sup>	 <p>(Design only)</p>	<p>Filing Date: 2/23/1995            Serial No.: 74/665,753            Reg. Date: 3/19/1996            Reg. No.: 1,963,353</p>
Gannett Fleming, Inc.	 <p>(Design only)</p>	<p>Filing Date: 11/19/2021            Serial No.: 97/134,205</p>
Gannett Fleming, Inc.	 <p>(Design only – CIVA logo)</p>	<p>Filing Date: 9/10/2021            Serial No.: 97/021,037            Notice of Pub.: 6/14/2022</p>
Gannett Fleming, Inc.	CIVA	<p>Filing Date: 4/8/2022            Serial No.: 88/864,281            Notice of Pub.: 11/24/2020</p>
Gannett Fleming, Inc.	DESIGN COMPUTE PRINT MAIL GANCOM A DIVISION OF GANNETT FLEMING, INC. and Design	<p>Filing Date: 9/14/2001            Serial No.: 76/312,855            Reg. Date: 12/17/2002            Reg. No.: 2,662,413</p>

<sup>1</sup> Borrower is in the process of updating the record ownership with the USPTO.



		
Gannett Fleming, Inc.	EXCELLENCE DELIVERED AS PROMISED	Filing Date: 1/10/2012 Serial No.: 85/513,072 Reg. Date: 2/12/2013 Reg. No.: 4,287,885
Gannett Fleming, Inc.	FORCES OF CHANGE	Filing Date: 10/12/2009 Serial No.: 77/846,825 Reg. Date: 6/1/2010 Reg. No.: 3,795,725
Gannett Fleming, Inc.	GANCOM	Filing Date: 9/14/2001 Serial No.: 76/312,872 Reg. Date: 12/17/2002 Reg. No.: 2,662,414
Gannett Fleming, Inc.	GANNETT FLEMING	Filing Date: 3/14/2007 Serial No.: 77/130,748 Reg. Date: 12/4/2007 Reg. No.: 3,347,361
Gannett Fleming, Inc.	GEODECISIONS	Filing Date: 1/12/2001 Serial No.: 76/194,573 Reg. Date: 5/28/2002 Reg. No.: 2,573,291
Gannett Fleming, Inc.	<p>GEODECISIONS A DIVISION OF GANNETT FLEMING, INC. and Design</p> 	Filing Date: 1/12/2001 Serial No.: 76/194,574 Reg. Date: 7/9/2002 Reg. No.: 2,591,048
Gannett Fleming, Inc.	GEOPLAN	Filing Date: 6/24/2010 Serial No. 85/070,366 Reg. Date: 1/11/2011 Reg. No.: 3,904,455

Gannett Fleming, Inc.	INTELLIGROUT	Filing Date: 2/22/2002 Serial No.: 76/374,825 Reg. Date: 9/9/2003 Reg. No.: 2,760,940
Gannett Fleming Inc.	IRRIS	Filing Date: 2/19/2003 Serial No.: 76/491,136 Reg. Date: 7/13/2004 Reg. No.: 2,862,167
Gannett Fleming, Inc.	OCULUS NETWORK and Design 	Filing Date: 3/3/2005 Serial No.: 78/579,080 Reg. Date: 8/22/2006 Reg. No.: 3,134,298
Gannett Fleming, Inc.	T.A.W.E.S.	Filing Date: 4/15/2004 Serial No.: 78/976,651 Reg. Date: 6/6/2006 Reg. No.: 3,100,879
Gannett Fleming, Inc.	T and Design 	Filing Date: 10/14/2013 Serial No.: 86/090,597 Reg. Date: 7/8/2014 Reg. No.: 4,562,980
Gannett Fleming, Inc.	TAROS	Filing Date: 10/14/2013 Serial No.: 86/090,592 Reg. Date: 7/8/2014 Reg. No.: 4,562,979
Gannett Fleming Sustainable Ventures Corporation	TERRASURE	Filing Date: 4/17/2022 Serial No.: 76/397,168 Reg. Date: 1/20/2004 Reg. No.: 2,807,230
Gannett Fleming Sustainable Ventures Corporation	TERRASURE RISK FREE REAL ESTATE REMEDIATION and Design	Filing Date: 4/17/2022 Serial No.: 76/397,171 Reg. Date: 8/3/2004 Reg. No.: 2,870,122

		
Gannett Fleming, Inc.	VTX	Filing Date: 12/9/2002 Serial No.: 76/475,158 Reg. Date: 6/1/2004 Reg. No.: 2,847,287
Gannett Fleming, Inc.	VTX and Design 	Filing Date: 12/9/2002 Serial No.: 76/475,159 Reg. Date: 5/18/2004 Reg. No.: 2,842,438
Gannett Fleming, Inc.	VTX and Design 	Filing Date: 7/29/2021 Serial No.: 90/855,175 Notice of Pub.: 10/11/2022