

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM872672

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO BANK, NATIONAL ASSOCIATE		01/23/2024	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	THE BALTIMORE SUN COMPANY, LLC
Street Address:	501 NORTH CALVERT STREET
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21278
Entity Type:	Limited Liability Company: DELAWARE
Name:	Capital-Gazette Communications, LLC
Street Address:	501 NORTH CALVERT STREET
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21278
Entity Type:	Limited Liability Company: MARYLAND

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2266681	ARBUTUS TIMES
Registration Number:	3387464	BALTIMORESUN.COM
Registration Number:	2251267	CATONSVILLE TIMES
Registration Number:	2249378	COLUMBIA FLIER
Registration Number:	3589680	HOWARD
Registration Number:	2249420	HOWARD COUNTY TIMES
Registration Number:	2266971	LAUREL LEADER
Registration Number:	2234065	THE AEGIS
Registration Number:	4197049	THE AEGIS
Registration Number:	3576898	THE BALTIMORE SUN
Registration Number:	2459239	THE RECORD
Registration Number:	1568347	THE SUN

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Property Type	Number	Word Mark
Registration Number:	3465142	THE SUN LIGHT FOR ALL
Registration Number:	2268522	THEAEGIS.COM
Registration Number:	4050999	CROFTON WEST COUNTY GAZETTE
Registration Number:	2454752	MARYLAND GAZETTE A CAPITAL-GAZETTE NEWSP
Registration Number:	2454773	THE BOWIE BLADE-NEWS A CAPITAL-GAZETTE N
Registration Number:	2454745	THE CAPITAL A CAPITAL-GAZETTE NEWSPAPER

CORRESPONDENCE DATA

Fax Number: 2028874288

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: 2028874000

Email: mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com

Correspondent Name: AKIN GUMP STRAUSS HAUER & FELD LLP

Address Line 1: 2001 K Street N.W.

Address Line 4: Washington DC, D.C. 20006

ATTORNEY DOCKET NUMBER:	103884.0003
NAME OF SUBMITTER:	Mussie B Beyene
SIGNATURE:	/MUSSIE B BEYENE/
DATE SIGNED:	01/31/2024

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of January 23, 2024 (“Release”), is made by WELLS FARGO BANK, NATIONAL ASSOCIATE, as agent for the Lender Group and Bank Product Providers (in such capacity, together with its successors in such capacity, the “Agent”) in favor of THE BALTIMORE SUN COMPANY, LLC, a Delaware corporation and CAPITAL-GAZETTE COMMUNICATIONS, LLC (collectively, the “Grantors”).

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of February 25, 2022 (the “Security Agreement”), by and among each of the Grantors (as defined therein) party thereto and the Agent, the Grantors granted to the Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, a security interest in, among other property, certain intellectual property of the Grantors, and agreed as a condition thereof to execute (i) a Trademark Security Agreement for recording with the United States Patent and Trademark Office (the “USPTO”) and (ii) a Copyright Security Agreement for recording with the United States Copyright Office (the “USCO”);

WHEREAS, that certain Trademark Security Agreement, dated as of February 25, 2022, by and among each of the Grantors (as defined therein) party thereto and the Agent (the “Trademark Security Agreement”) was recorded with the USPTO on February 25, 2022, at Reel: 7643, Frame: 0505;

WHEREAS, that certain Copyright Security Agreement, dated as of February 25, 2022, by and among each of the Grantors (as defined therein) party thereto and the Agent (the “Copyright Security Agreement”) and, together with the Trademark Security Agreement, the “Intellectual Property Security Agreements”) was recorded with the USCO on March 11, 2022, at Volume 15006, Doc. No. 245; and

WHEREAS, pursuant to that certain Consent to Baltimore Sun Asset Purchase Agreement and Specified Restricted Payments; Release of Released Collateral, dated as of January 10, 2024, by and among the Agent and each of the Loan Parties Party thereto, including the Grantors, the Agent has released its security interest in the Intellectual Property Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent, on behalf of each member of the Lender Group and each of the Bank Product Providers, and the Grantors agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Intellectual Property Security Agreements, as applicable.

SECTION 2. Termination and Release. The Agent, on behalf of itself, its successors, legal representatives and assigns, and each member of the Lender Group and each of the Bank Product Providers, without recourse to or representation or warranty by the Agent of any kind, hereby:

(a) unconditionally terminates, cancels, discharges, and releases all of its security interest in and to, and the right to set off against, each Grantor’s Intellectual Property to the extent constituting Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto (the “Intellectual Property Collateral”), granted pursuant to the Security Agreement or the Intellectual Property Security Agreements, as applicable, and any right, title or interest of the Agent in such Intellectual Property Collateral shall hereby cease and become void. If and to the extent that the Agent has acquired any right, title or interest in and to the Intellectual Property Collateral, the Agent, on behalf of itself, its successors, legal representatives and

assigns, and each member of the Lender Group and each of the Bank Product Providers, without recourse to or representation or warranty by the Agent of any kind, hereby unconditionally re-transfers, re-conveys, and re-assigns such right, title or interest to each Grantor, as applicable; and

(b) authorizes the recordation of this Release with the USPTO and the USCO, as applicable, at Grantors' expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

SECTION 4. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary and reasonably requested by the Grantors, at the Grantors' sole cost and expense, to effect the release of the security interest contemplated hereby.

[Signatures on following page]

IN WITNESS WHEREOF, the Agent, on behalf of itself, its successors, legal representatives and assigns, and each member of the Lender Group and each of the Bank Product Providers, has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Agent:

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: 

Name: Sang Kim

Title: Authorized Signatory

[Signature Page to Termination of Intellectual Property Security Agreements]

SCHEDULE A

Trademark Registrations/Applications

Grantor	Country/State	Mark	Application/ Registration No.	App/Reg Date
The Baltimore Sun Company, LLC	United States	ARBUTUS TIMES	2,266,681	08/03/1999
The Baltimore Sun Company, LLC	United States	BALTIMORESUN.COM	3,387,464	02/26/2008
The Baltimore Sun Company, LLC	United States	CATONSVILLE	2,251,267	06/08/1999
The Baltimore Sun Company, LLC	United States	COLUMBIA FLIER	2,249,378	06/01/1999
The Baltimore Sun Company, LLC	United States	HOWARD (Stylized)	3,589,680	03/17/2009
The Baltimore Sun Company, LLC	United States	HOWARD COUNTY TIMES	2,249,420	06/01/1999
The Baltimore Sun Company, LLC	United States	LAUREL LEADER	2,266,971	08/03/1999
The Baltimore Sun Company, LLC	United States	THE AEGIS	2,234,065	03/23/1999
The Baltimore Sun Company, LLC	United States	THE AEGIS and Design	4,197,049	08/28/2012
The Baltimore Sun Company, LLC	United States	THE BALTIMORE SUN	3,576,898	02/17/2009
The Baltimore Sun Company, LLC	United States	THE RECORD (stylized)	2,459,239	06/12/2001
The Baltimore Sun Company, LLC	United States	THE SUN	1,568,347	11/28/1989
The Baltimore Sun Company, LLC	United States	THE SUN LIGHT FOR ALL and Design	3,465,142	07/15/2008

The Baltimore Sun Company, LLC	United States	THEAEGIS.COM	2,268,522	08/10/1999
Capital-Gazette Communications, LLC	United States	CROFTON WEST COUNTY GAZETTE	4,050,999	11/01/2011
Capital-Gazette Communications, LLC	United States	MARYLAND GAZETTE A CAPITAL-GAZETTE NEWSPAPER	2,454,752	05/29/2001
Capital-Gazette Communications, LLC	United States	THE BOWIE BLADE-NEWS A CAPITAL-GAZETTE NEWSPAPER	2,454,773	05/29/2001
Capital-Gazette Communications, LLC	United States	THE CAPITAL A CAPITAL-GAZETTE NEWSPAPER	2,454,745	05/29/2001

Copyright Registrations

Grantor	Country	Copyright	Registration No.	Registration Date
The Baltimore Sun Company, LLC	United States	Capone: A photographic portrait of America's most notorious gangster & 120 others.	V9918D700	2014
The Baltimore Sun Company, LLC	United States	Capone: A photographic portrait of America's most notorious gangster & 128 others.	V9918D698	2014
The Baltimore Sun Company, LLC	United States	Capone: A photographic portrait of America's most notorious gangster & 128 others.	V9918D691	2014