

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479090

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE ASSOCIATED PRESS		06/21/2018	Not-For-Profit Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	135 South Lasalle Street		
Internal Address:	5th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 51			
Property Type	Number	Word Mark	
Registration Number:	5391145	GET OUTTA HERE!	
Registration Number:	5381701	AP CONTENT SERVICES	
Registration Number:	5164433	THE ASSOCIATED PRESS STYLEBOOK	
Registration Number:	5194282	AP NEWSROOM	
Registration Number:	5169306	AP MOBILE	
Registration Number:	5169305	AP LIVE CHOICE	
Registration Number:	5093952	AP VIDEOCHOICE	
Registration Number:	5093950	AP VIDEO HUB	
Registration Number:	5093949	MEMBER CHOICE	
Registration Number:	5093947	HORIZONS	
Registration Number:	5093907	THE LATEST	
Registration Number:	5085083	THE BIG STORY	
Registration Number:	4973202	AP PHOTOCHOICE	
Registration Number:	4892459	AP	
Registration Number:	4780274	AP IMAGES	
Registration Number:	4448415	INVISION	
Registration Number:	3359833	AP PLANNER	
Registration Number:	3580964	THINKING OUTSIDE THE STOX	
TRADEMARK			

OP \$1290.00 5391145

Property Type	Number	Word Mark
Registration Number:	2338025	PRIMECUTS
Registration Number:	2335283	AP PRIMECUTS
Registration Number:	2290392	ENPS
Registration Number:	2257559	ENPS
Registration Number:	2081400	GRAND CENTRAL STOCKS
Registration Number:	1666102	AP GRAPHICSBANK
Registration Number:	2025870	STOCKSPAGE
Registration Number:	1873404	AP PHOTOEXPRESS
Registration Number:	1666982	GRAPHICSBANK
Registration Number:	1569444	AP NEWSDESK
Registration Number:	1480022	AP ONLINE
Registration Number:	1370626	NEWSPower
Registration Number:	1312658	AP TV WIRE
Registration Number:	1333682	SPORTSMINUTES
Registration Number:	1298148	SPORTS WATCH
Registration Number:	1323766	TODAY IN HISTORY
Registration Number:	1333680	NEWSMINUTE
Registration Number:	1288958	AP
Registration Number:	1342502	THE NATION'S WEATHER
Registration Number:	1328433	TODAY IN HISTORY
Registration Number:	1359712	ASSOCIATED PRESS
Registration Number:	1336023	ASSOCIATED PRESS
Registration Number:	1294980	AP
Registration Number:	1287428	AP
Registration Number:	1280222	AP
Registration Number:	0411547	THE ASSOCIATED PRESS
Registration Number:	0755564	AP
Serial Number:	87715337	AP VIDEO-US
Serial Number:	87712193	AP DIRECT
Serial Number:	87712184	AP TOP NEWS
Serial Number:	87712132	AP MEDIA PORT
Serial Number:	87712126	ENPS CONTENT DISCOVERY
Serial Number:	87712113	AP ENPS MOBILE

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.

Email: elizabeth.burkhard@hklaw.com

Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Ave.
Address Line 2: 11th Floor
Address Line 4: Boston, MASSACHUSETTS 02116

ATTORNEY DOCKET NUMBER: 585101.00338

NAME OF SUBMITTER: Laura O'Brien

SIGNATURE: /Laura O'Brien/

DATE SIGNED: 06/22/2018

Total Attachments: 9

source=2-06. A&R Trademark Security Agmt (AP)#page1.tif
source=2-06. A&R Trademark Security Agmt (AP)#page2.tif
source=2-06. A&R Trademark Security Agmt (AP)#page3.tif
source=2-06. A&R Trademark Security Agmt (AP)#page4.tif
source=2-06. A&R Trademark Security Agmt (AP)#page5.tif
source=2-06. A&R Trademark Security Agmt (AP)#page6.tif
source=2-06. A&R Trademark Security Agmt (AP)#page7.tif
source=2-06. A&R Trademark Security Agmt (AP)#page8.tif
source=2-06. A&R Trademark Security Agmt (AP)#page9.tif

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT, dated as of June 21, 2018 (this "Agreement"), is made by THE ASSOCIATED PRESS, a not-for-profit corporation organized under the laws of the State of New York (the "Grantor"), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement, dated as of June 21, 2018 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the various financial institutions and other Persons from time to time party thereto and the Administrative Agent, the Lenders have extended Commitments to make Loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Second Amended and Restated US Pledge and Security Agreement, dated as of June 21, 2018 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor's right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the "Trademark Collateral"):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings

and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License");

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (ix) of the last sentence of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor

hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Company. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof. To the extent of any conflict between the terms contained in this Agreement and the terms contained in the Credit Agreement, the terms of the Credit Agreement shall control.

SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, INCLUDING FOR SUCH PURPOSES SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

SECTION 9. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by its Responsible Officer as of the date first above written.

THE ASSOCIATED PRESS

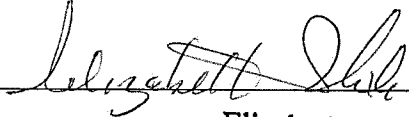
By: _____



Name: Kenneth Dale

Title: Senior Vice President & Chief Financial Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Elizabeth Uribe
Title: Assistant Vice President

SIGNATURE PAGE TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006402 FRAME: 0723

SCHEDULE I
to Trademark Security Agreement

Trademarks

THE ASSOCIATED PRESS

Registered Trademark

<u>Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Trademark</u>	<u>Status</u>
The Associated Press	87510624	6/29/2017	5391145	1/30/2018	GET OUTTA HERE!	Registered
The Associated Press	87167823	9/12/2016	5381701	1/16/2018	AP CONTENT SERVICES	Registered
The Associated Press	87061492	6/6/2016	5164433	3/21/2017	THE ASSOCIATED PRESS STYLEBOOK	Registered
The Associated Press	86963315	4/4/2016	5194282	5/2/2017	AP NEWSROOM	Registered
The Associated Press	86801623	10/28/2015	5169306	3/28/2017	AP MOBILE	Registered
The Associated Press	86801568	10/28/2015	5169305	3/28/2017	AP LIVE CHOICE	Registered
The Associated Press	86802238	10/28/2015	5093952	12/6/2016	AP VIDEOCHOICE	Registered
The Associated Press	86801612	10/28/2015	5093950	12/6/2016	AP VIDEO HUB	Registered
The Associated Press	86801575	10/28/2015	5093949	12/6/2016	MEMBER CHOICE	Registered
The Associated Press	86801120	10/27/2015	5093947	12/6/2016	HORIZONS	Registered
The Associated Press	86793612	10/20/2015	5093907	12/6/2016	THE LATEST	Registered
The Associated Press	86801027	10/27/2015	5085083	11/22/2016	THE BIG STORY	Registered
The Associated Press	86801608	10/28/2015	4973202	6/7/2016	AP PHOTOCHOICE	Registered
The Associated Press	86665152	6/17/2015	4892459	1/26/2016	AP (and design)	Registered
The Associated Press	86301545	6/5/2014	4780274	7/28/2015	AP IMAGES	Registered
The Associated Press	85559002	3/2/2012	4448415	12/10/2013	INVISION	Registered

<u>Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Trademark</u>	<u>Status</u>
The Associated Press	78963574	8/30/2006	3359833	12/25/2007	AP PLANNER	Registered
The Associated Press	77002103	9/19/2006	3580964	2/24/2009	THINKING OUTSIDE THE STOX	Registered
The Associated Press	75634732	2/5/1999	2338025	4/4/2000	PRIMECUTS	Registered; Renewed on 4/4/2010
The Associated Press	75634739	2/5/1999	2335283	3/28/2000	AP PRIMECUTS	Registered; Renewed on 3/28/2010
The Associated Press	75214998	12/18/1996	2290392	11/2/1999	ENPS	Registered; Renewed on 11/2/2009
The Associated Press	75214979	12/18/1996	2257559	6/29/1999	ENPS	Registered; Renewed on 6/29/2009
The Associated Press	75137308	7/19/1996	2081400	7/22/1997	GRAND CENTRAL STOCKS	Registered; Renewed on 7/22/2007
The Associated Press	74077381	7/11/1990	1666102	11/26/1991	AP GRAPHICSBANK	Registered; Renewed 11/26/2011
The Associated Press	74553859	7/26/1994	2025870	12/24/1996	STOCKSPAGE	Registered; Renewed 12/24/2016
The Associated Press	74338382	12/9/1992	1873404	1/10/1995	AP PHOTOEXPRESS	Registered; Renewed 1/10/2015
The Associated Press	74088530	8/16/1990	1666982	12/3/1991	GRAPHICSBANK	Registered; Renewed 12/3/2011
The Associated Press	73790444	4/3/1989	1569444	12/5/1989	AP NEWSDESK	Registered; Renewed 12/5/2009
The Associated Press	73667711	6/22/1987	1480022	3/8/1988	AP ONLINE	Registered; Renewed 3/8/2018
The Associated Press	73481208	5/21/1984	1370626	11/12/1985	NEWSPower	Registered; Renewed 11/12/2015
The Associated Press	73457475	12/19/1983	1312658	1/1/1985	AP TV WIRE	Registered; Renewed 1/1/2015
The Associated Press	73443114	9/9/1983	1333682	4/30/1985	SPORTS MINUTES	Registered; Renewed 4/30/2015

<u>Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Trademark</u>	<u>Status</u>
The Associated Press	73443113	9/9/1983	1298148	9/25/1984	SPORTS WATCH	Registered; Renewed 9/25/2014
The Associated Press	73442959	9/9/1983	1323766	3/5/1985	TODAY IN HISTORY	Registered; Renewed 3/5/2015
The Associated Press	73442883	9/9/1983	1333680	4/30/1985	NEWS MINUTE	Registered; Renewed 4/30/2015
The Associated Press	73420453	4/7/1983	1288958	8/7/1984	AP	Registered; Renewed 8/7/2014
The Associated Press	73415836	2/7/1983	1342502	6/18/1985	THE NATION'S WEATHER	Registered; Renewed 6/18/2015
The Associated Press	73413000	2/10/1983	1328433	4/2/1985	TODAY IN HISTORY	Registered; Renewed 4/2/2015
The Associated Press	73408858	1/10/1983	1359712	9/10/1985	ASSOCIATED PRESS	Registered; Renewed 9/10/2015
The Associated Press	73408855	1/10/1983	1336023	5/14/1985	ASSOCIATED PRESS	Registered; Renewed 5/14/2015
The Associated Press	73408832	1/10/1983	1294980	9/11/1984	AP	Registered; Renewed 9/11/2014
The Associated Press	73408498	1/7/1983	1287428	7/24/1984	AP	Registered; Renewed 7/24/2014
The Associated Press	73408464	1/7/1983	1280222	5/29/1984	AP	Registered; Renewed 5/29/2014
The Associated Press	71466422	1/10/1944	0411547	1/23/1945	THE ASSOCIATED PRESS	Registered; Renewed 1/23/2015
The Associated Press	72163922	3/5/1963	0755564	8/27/1963	AP	Registered; Renewed 8/27/2013

Pending Trademark Application

<u>Owner</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Reg. Number</u>	<u>Reg. Date</u>	<u>Trademark</u>	<u>Status</u>
The Associated Press	87923951	5/16/2018	n/a	n/a	AP VOTECAST	Pending (intent-to-use)
The Associated Press	87715337	12/11/2017	n/a	n/a	AP VIDEO-US	Pending
The Associated Press	87712193	12/7/2017	n/a	n/a	AP DIRECT	Pending
The Associated Press	87712184	12/7/2017	n/a	n/a	AP TOP NEWS	Pending
The Associated Press	87712132	12/7/2017	n/a	n/a	AP MEDIA PORT	Pending
The Associated Press	87712126	12/7/2017	n/a	n/a	ENPS CONTENT DISCOVERY	Pending
The Associated Press	87712113	12/7/2017	n/a	n/a	AP ENPS MOBILE	Pending
The Associated Press	87865073	4/5/2018	n/a	n/a	AP PLAYBOOK	Pending (intent-to-use)