

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI174620

<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>
DE CORP.		04/17/2024	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Company 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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6834961	DEC ENGINEERING EXCELLENCE	
<b>Registration Number:</b>	7007046	DEC   ENGINEERING EXCELLENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>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.</i>			
<b>Phone:</b>	(704)503-2560		
<b>Email:</b>	mmcgill@kslaw.com		
<b>Correspondent Name:</b>	Genevieve Margaret McGill		
<b>Address Line 1:</b>	300 S. Tryon Ste 300		
<b>Address Line 4:</b>	CHarlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	22745.515012		
<b>NAME OF SUBMITTER:</b>	Genevieve McGill		
<b>SIGNATURE:</b>	Genevieve McGill		
<b>DATE SIGNED:</b>	04/18/2024		
<b>Total Attachments: 5</b>			
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NOTICE OF SECURITY INTEREST IN TRADEMARK

THIS NOTICE OF SECURITY INTEREST IN TRADEMARK (this “Trademark Security Agreement”), dated as of April 17, 2024, 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, Borrower, among others, 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 have become 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 for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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.

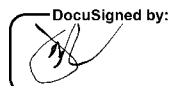
Section 7. Conflict with Other Agreements. In the event of any conflict between this Trademark Agreement (or any portion hereof) and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall prevail.

[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,

DE CORP.,  
as Grantor

DocuSigned by:  


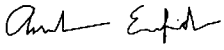
By: \_\_\_\_\_

Name: James Nevada

Title: Treasurer



ACKNOWLEDGED AND AGREED  
as of the date first above written:

SOUND POINT AGENCY LLC,  
as Administrative Agent

By:   
Name: Andrew Eversfield  
Title: Authorized Signatory

Schedule 1

United States Registered Trademarks and Trademark Applications:

<u>Grantor</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Serial No.</u>
De Corp.		02/18/2021	08/30/2022	6834961	90534181
DE Corp.		02/18/2021	03/21/2023	7007046	90534012