



01-06-1999



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

12/23/98

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ **New**
- ☐ **Resubmission (Non-Recordation)**
Document ID #
- ☐ **Correction of PTO Error**
Reel # Frame #
- ☐ **Corrective Document**
Reel # Frame #

Conveyance Type

- ☐ **Assignment** ☐ **License**
- ☒ **Security Agreement** ☐ **Nunc Pro Tunc Assignment**
Effective Date
Month Day Year
- ☐ **Merger**
- ☐ **Change of Name**
- ☐ **Other**

Conveying Party

☒ Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
11 12 98

Formerly

- ☐ **Individual** ☐ **General Partnership** ☒ **Limited Partnership** ☐ **Corporation** ☐ **Association**
- ☐ **Other**
- ☒ **Citizenship/State of Incorporation/Organization**

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ **Individual** ☐ **General Partnership** ☐ **Limited Partnership**

☐ **Corporation** ☒ **Association**

☐ **Other**

☐ **Citizenship/State of Incorporation/Organization**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1835 FRAME: 0813

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212-735-4188

Name

Kenneth A. Rubenstein

Address (line 1)

Skadden Arps Slate Meagher & Flom LLP

Address (line 2)

919 Third Avenue

Address (line 3)

New York, New York 10022

Address (line 4)

USA

PagesEnter the total number of pages of the attached conveyance document
including any attachments.

#

6

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).**Trademark Application Number(s)**

75/487,202

75/461,446

75/461,445

75/265,062

75/265,061

75/265,060

75/265,058

75/262,570

75/262,398

Registration Number(s)

1,812,092

1,809,129

1,224,589

1,224,588

1,091,109

1,085,720

1,085,103

1,085,102

1,080,614

Number of Properties

Enter the total number of properties involved.

#

28

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

715.00

Method of Payment:

Enclosed



Deposit Account



Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes



No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any
attached copy is a true copy of the original document. Charges to deposit account are authorized, as
indicated herein.

Francis Hsueh

Name of Person Signing



Signature

12/21/98

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name Tampa Bay Broadcasting, Inc.

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization Delaware

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75/262,394 75/262,382 75/262,281

75/262,280 75/262,279 75/262,278

75/262,277 75/262,276 75/262,275

75/262,247

SCHEDULE E
to
Security Agreement
dated as of November 12, 1998
by Buccaneers Limited Partnership
in favor of
NationsBank, N.A., as Collateral Agent

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to a Security Agreement, dated as of November 12, 1998 (the "Security Agreement"), by and among Buccaneers Limited Partnership (the "Borrower"), and NationsBank, N.A., acting as collateral agent for the Purchasers, the Bank Investors and the Bank Lenders (each as defined in the Security Agreement; together, the "Secured Parties") (in its capacity as collateral agent hereunder and any successor in such capacity being hereinafter referred to as the "Collateral Agent") the Borrower has granted to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in and to, and right of set off against, the trademarks and service marks, trademark and service mark registrations and applications shown on the attached Schedule A hereto.

The security interest in and to and right of set-off against the attached trademarks and service marks and trademark and service mark registrations and application is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement. In the event an irreconcilable conflict between the terms of the Security Agreement and the terms of this Notice of Conditional Assignment and Grant of Security Interest in Trademarks this Notice shall control.

Very truly yours,

BUCCANEERS LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Tampa Bay Broadcasting, Inc., a Delaware corporation,
its General Partner

By: Joel M. Glazer
Name: Joel M. Glazer
Title: Vice President

Acknowledged and Accepted:

NATIONSBANK, N.A.
as Collateral Agent

By: _____
Name:
Title:

The security interest in and to and right of set-off against the attached trademarks and service marks and trademark and service mark registrations and application is granted in accordance with the terms and conditions of the Security Agreement and can be terminated only in accordance with the terms of the Security Agreement. In the event an irreconcilable conflict between the terms of the Security Agreement and the terms of this Notice of Conditional Assignment and Grant of Security Interest in Trademarks this Notice shall control.



Very truly yours,

BUCCANEERS LIMITED PARTNERSHIP

By: Tampa Bay Broadcasting, Inc.,
its General Partner

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

NATIONSBANK, N.A.
as Collateral Agent

By: W. Elliott McCabe
Name: W. ELLIOTT MCCABE
Title: SENIOR VICE PRESIDENT

STATE OF Georgia
COUNTY OF Clayton

I, Angela R. B. Brailley, a Notary Public of the County and State aforesaid, certify that Gael M. Blazer, personally came before me this day and acknowledged that he is the Vice President of Tampa Bay Broadcasting, Inc., a Delaware corporation, the general partner of Buccaneers Limited Partnership, a Delaware limited partnership, and that by authority duly given and as the act of the corporation and partnership, the foregoing instrument was signed by him in its name as V. President.

WITNESS my hand and official stamp or seal, this 17 day of November, 1998.

Angela R. B. Brailley
Notary Public

My Commission Expires:
Notary Public, DeKalb County, Georgia
My Commission Expires May 4, 2002

(Notary Seal)

STATE OF _____
COUNTY OF _____

I, _____ a Notary Public of the County and State aforesaid, certify that _____, personally came before me this day and acknowledged that (s)he is [_____] of NationsBank, N.A. and that by authority duly given and as the act of the association, the foregoing instrument was signed by him/her in its name as _____.

WITNESS my hand and official stamp or seal, this _____ day of November, 1998.

Notary Public

My Commission Expires:

(Notary Seal)

SCHEDULE A**I. FEDERAL REGISTRATIONS**

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
DESIGN ONLY	1,812,092	12/21/93	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	1,809,129	12/07/93	Buccaneers Limited Partnership
7 and Design	1,224,589	1/18/83	Buccaneers Limited Partnership
7 and Design	1,224,588	1/18/83	Buccaneers Limited Partnership
BUCS	1,091,109	5/09/78	Buccaneers Limited Partnership
DESIGN ONLY	1,085,720	2/14/78	Buccaneers Limited Partnership
BUCCANEERS	1,085,103	2/07/78	Buccaneers Limited Partnership
TAMPA BAY BUCCANEERS	1,085,102	2/07/78	Buccaneers Limited Partnership
DESIGN ONLY	1,080,614	12/27/77	Buccaneers Limited Partnership
Pewter Partner	75-487,202	5/18/98	Buccaneers Limited Partnership
97 and Design	75-461,446	4/02/97	Buccaneers Limited Partnership
97 and Design	75-461,445	4/02/97	Buccaneers Limited Partnership
DESIGN ONLY	75-265,062	3/27/97	Buccaneers Limited Partnership
DESIGN ONLY	75-265,061	3/27/97	Buccaneers Limited Partnership
DESIGN ONLY	75-265,060	3/27/97	Buccaneers Limited Partnership
DESIGN ONLY	75-265,058	3/27/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,570	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,398	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,394	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,382	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,281	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,280	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,279	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,278	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,277	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,276	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,275	3/21/97	Buccaneers Limited Partnership
DESIGN ONLY	75-262,247	3/21/97	Buccaneers Limited Partnership

II. STATE REGISTRATIONS

MARK	STATE	REG. NO.	REG. DATE	RECORD OWNER
BUCS	Florida	917,633	4/21/97	Buccaneers Limited Partnership
A NEW DAY IN TAMPA BAY	Florida	T,951,157	9/19/95	Buccaneers Limited Partnership
SWASH-BUC-LERS	Florida	924,299	4/14/81	Buccaneers Limited Partnership

III. CANADIAN REGISTRATIONS

MARK	REG. / APP. NO.	REG. / APP. DATE	RECORD OWNER
DESIGN ONLY	0842,630	4/18/97	Buccaneers Limited Partnership

220038 06-New YorkS7A

RECORDED: 12/23/1998

TRADEMARK
REEL: 1835 FRAME: 0821