

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
NEWSDAY LLC		10/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
NEWSDAY HOLDINGS LLC		10/12/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	BARCLAYS BANK PLC
<b>Street Address:</b>	745 SEVENTH AVENUE
<b>City:</b>	NEW YORK
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10019
<b>Entity Type:</b>	PUBLIC LIMITED COMPANY: UNITED KINGDOM

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	2881759	AM NEW YORK
Registration Number:	2886741	AM NEW YORK
Registration Number:	2478428	FUTURE CORPS
Registration Number:	2167830	HUNTINGTON PENNYSAVER
Registration Number:	2919832	IT HAPPENED IN NEW YORK
Registration Number:	2856895	IT HAPPENED ON LONG ISLAND
Registration Number:	1150367	KIDSDAY
Registration Number:	2113150	LI LIFE
Registration Number:	2370733	LONG ISLAND OUR STORY
Registration Number:	1927027	MARKETEER
Registration Number:	1589908	NEW YORK NEWSDAY
Registration Number:	2047787	NEWSDAY

CH \$440.00 2881759

Registration Number:	390263	NEWSDAY
Registration Number:	2101017	NEWSDAY.COM
Registration Number:	2018414	NEWSDAY'S COLLEGE CHOICE
Registration Number:	1987803	YANKEE TRADER
Registration Number:	2099752	YANKEE TRADER

**CORRESPONDENCE DATA**

Fax Number: 6508385109  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 650-838-3743  
Email: jlik@shearman.com  
Correspondent Name: Alykhan Kurji  
Address Line 1: 599 Lexington Avenue  
Address Line 2: Shearman & Sterling LLP  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35608/15
NAME OF SUBMITTER:	ALYKHAN KURJI
Signature:	/ALYKHAN KURJI/
Date:	11/08/2012

Total Attachments: 110  
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “IP Security Agreement”) dated October 12, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Barclays Bank PLC, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Newsday LLC, a Delaware limited liability company and CSC Holdings, LLC, a Delaware limited liability company, have entered into a Credit Agreement dated as of October 12, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Barclays Bank PLC, as Administrative Agent and Collateral Agent, and the Lenders from time to time party thereto. Terms used herein and not otherwise defined herein are used herein as defined in the Security Agreement, or if not defined therein, as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the Term Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated October 12, 2012 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and/or the United States Copyright Office.

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

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability, or result in the cancellation, of such intent-to-use trademark applications under applicable law), together with the goodwill symbolized thereby (the “Trademarks”);
- (c) all copyrights, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and material exclusive copyright licenses granted to such Grantor as set forth in Schedule C hereto, and all renewals and extensions thereof (the “Copyrights”);

(d) all rights in Copyrights provided by international treaties or conventions, if any, and all rights corresponding thereto throughout the world;

(e) any and all claims for damages and injunctive relief for past, present and future infringement or other violation with respect to any Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover proceeds arising from such damages; and

(f) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all Copyrights.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Termination. This IP Security Agreement shall terminate concurrently with the termination of the Security Agreement in accordance with the terms thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


**NEWSDAY LLC,  
as a Grantor**

By:   
Name: Kevin F. Watson  
Title: Senior Vice President, Treasurer &  
Assistant Secretary

Address for Notices:

Newsday LLC  
c/o CSC Holdings, Inc.  
1111 Stewart Avenue  
Bethpage, New York 11714

**NEWSDAY HOLDINGS LLC,  
as a Grantor**

By:   
Name: Kevin F. Watson  
Title: Senior Vice President, Treasurer &  
Assistant Secretary

Address for Notices:

Newsday Holdings LLC  
c/o CSC Holdings, Inc.  
1111 Stewart Avenue  
Bethpage, New York 11714

Schedule A to the  
IP Security Agreement

**PATENTS**

Patent	Jurisdiction	Class	Registration No. Registration Date	Status
Rotary Cutting Apparatus and Method for Cutting newspaper of the Like	United States	N/A	5,419,582 5/30/1995	Registered
Rotary Cutting Apparatus	United States	N/A	5,309,804 5/10/1994	Registered



**REGISTERED TRADEMARKS**

Mark	Jurisdiction	Class	Registration No. Registration Date	Status
AM NEW YORK	United States	Class 16	2881759 9/7/2004	Registered
AM NEW YORK & DESIGN	United States	Class 16	2886741 9/21/2004	Registered
FUTURE CORPS	United States	Class 42	2478428 8/14/2001	Registered
HUNTINGTON PENNYSAVER	United States	Class 35	2167830 6/23/1998	Registered
IN THE SUBWAYS	New York	Class 16	R-30049 12/20/2002	Registered
IT HAPPENED IN NEW YORK	United States	Class 16, 41	2919832 1/18/2005	Registered
IT HAPPENED ON LONG ISLAND	United States	Class 16, 41	2856895 6/22/2004	Registered
KIDSDAY	United States	Class 16	1150367 4/7/1981	Registered
LI LIFE	United States	Class 16	2113150 11/11/1997	Registered- Supplemental
LONG ISLAND: OUR STORY & DESIGN	United States	Class 16	2370733 7/25/2000	Registered
MARKETEER (Stylized)	United States	Class 16	1927027 10/17/1995	Registered
NEW YORK NEWSDAY	United States	Class 16	1589908 4/3/1990	Registered
NEWSDAY	United States	Class 16	2047787 3/25/1997	Registered
NEWSDAY (Stylized)	United States	Class 16	390263 9/16/1941	Registered
NEWSDAY.COM	United States	Class 42	2101017 9/30/1997	Registered
NEWSDAY'S COLLEGE CHOICE	United States	Class 16	2018414 11/19/1996	Registered
YANKEE TRADER	United States	Class 16	1987803 7/23/1996	Registered
YANKEE TRADER	United States	Class 35	2099752 9/23/1977	Registered

**Schedule C to the  
IP Security Agreement**

**REGISTERED COPYRIGHTS**

Title	Reg. No.
City of the world, New York and it's people.	VA395965
Fiscal fitness : a guide to shaping up your finances for the rest of your life.	TX4084330
Foods of Long Island : a Newsday cookbook.	TX1720290
Get Reel : the Brooklyn boy and other stories of faith in the city.	TX4168408
Long Island : people and places, past and present.	TX1286024
We're all in this together : families facing breast cancer.	TX3673892
Why are heroes always white?	TX4056798
The Best restaurants on Long Island.	TX1807207
Chip Tracer character design.	VA861758
Long Island--our story.	VAu357279
Long Island design.	VAu413891
Long Island, our story : the celebrated series.	TX4906675
Newsday : a candid history of the respectable tabloid .	TX2854117
Newsday, Long Island, N. Y.	TX492689
Newsday, Long Island, N. Y. Nassau ed. (Sunday)	TX492690
Newsday, Long Island, N. Y. Nassau ed. (Daily)	TX492691
Newsday, Long Island, N. Y. Nassau ed. (Daily)	TX492692
Newsday, Long Island, N. Y. Nassau ed. (Daily)	TX492693
Newsday, Long Island, N. Y. Nassau ed. (Daily)	TX492694
Newsday, Long Island, N. Y. Nassau ed. (Daily)	TX492695
Newsday, Long Island, N. Y. Nassau ed. (Daily)	TX492696
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Newsday, Long Island, N. Y. Nassau ed. (Daily)	TX492763

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[Schedule C]

Newsday – IP Security Agreement

**TRADEMARK**  
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