

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM553245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liberty Cablevision of Puerto Rico LLC		10/25/2019	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA, as Security Agent		
Street Address:	201 Bishopsgate		
Internal Address:	6th Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2M 3NS		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87548627	LIBERTY	
Serial Number:	87548857	LIBERTY	
Serial Number:	87548960	LIBERTY BUSINESS	
Serial Number:	87549058	LIBERTY BUSINESS	
Serial Number:	87522162	U.PICK	
Serial Number:	87522114	U.PICK	
Serial Number:	88652274	CREANDO CONEXIONES	
Serial Number:	88652273	LIBERTY CREANDO CONEXIONES	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		

OP \$215.00 87548627

ATTORNEY DOCKET NUMBER:	1163786
NAME OF SUBMITTER:	Jonathan Larson
SIGNATURE:	/Jonathan Larson/
DATE SIGNED:	12/13/2019
Total Attachments: 6 source=Trademark Security Agreement - LCPR#page3.tif source=Trademark Security Agreement - LCPR#page4.tif source=Trademark Security Agreement - LCPR#page5.tif source=Trademark Security Agreement - LCPR#page6.tif source=Trademark Security Agreement - LCPR#page7.tif source=Trademark Security Agreement - LCPR#page8.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated as October 25, 2019 by Liberty Cablevision of Puerto Rico LLC (the “Pledgor”), in favor of THE BANK OF NOVA SCOTIA, in its capacity as Security Agent pursuant to the Intercreditor Agreement (in such capacity, the “Security Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated October 25, 2019 (as the same may be further amended, restated or otherwise modified, the “Security Agreement”) in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Security Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Assets).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Security Agent shall otherwise determine. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Security Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Security Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the

Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Termination. Upon termination of the Security Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[Signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

LIBERTY CABLEVISION OF PUERTO RICO LLC

By: 
Name: *Nelson Colon*
Title: *CFO*

(Signature Page to the Trademark Security Agreement)




THE BANK OF NOVA SCOTIA,
as Security Agent

By: 
Name: Rory McCarthy
Title: Director


Alastair Lowe
Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	MARK	CLASS	FILING NUMBER	FILING DATE
Liberty Cablevision of Puerto Rico LLC	Liberty	38 (Broadcasting, Transmission, Telecommunications Services)	87548627	7/31/2017
Liberty Cablevision of Puerto Rico LLC		38 (Broadcasting, Transmission, Telecommunications Services)	87548857	7/31/2017
Liberty Cablevision of Puerto Rico LLC		38 (Broadcasting, Transmission, Telecommunications Services)	87548960	7/31/2017
Liberty Cablevision of Puerto Rico LLC	Liberty Business	38 (Broadcasting, Transmission, Telecommunications Services)	87549058	7/31/2017
Liberty Cablevision of Puerto Rico LLC	U-Pick	38 (Broadcasting, Transmission, Telecommunications Services)	87522162	7/10/2017
Liberty Cablevision of Puerto Rico LLC		38 (Broadcasting, Transmission, Telecommunications Services)	87522114	7/10/2017

Trademark Applications:

OWNER	MARK	CLASS	FILING NUMBER	FILING DATE
Liberty Cablevision of Puerto Rico LLC	Wow-Fi	9 (Computer hardware, namely, wireless network extenders)	87864190	4/5/2018
Liberty Cablevision of Puerto Rico LLC	Smart Project	36 (Issuance and administration of consumer electronic products)	227781-36-1 (in Puerto Rico)	7/16/2018

OWNER	MARK	CLASS	FILING NUMBER	FILING DATE
Liberty Cablevision of Puerto Rico LLC	Liberty Smart Project	36 (Issuance and administration of consumer electronic products)	227782-36-1	7/16/2018
Liberty Cablevision of Puerto Rico LLC	Liberty Flow	38 (Broadcasting, Transmission, Telecommunication Services, Cable, Mobile, Internet Services)	88637320	10/1/2019
Liberty Cablevision of Puerto Rico LLC	Liberty Communications	38 (Broadcasting, Transmission, Telecommunication Services, Cable, Mobile, Internet Services)	88637392	10/1/2019
Liberty Cablevision of Puerto Rico LLC	Liberty Comunicaciones	38 (Broadcasting, Transmission, Telecommunication Services, Cable, Mobile, Internet Services)	88637466	10/1/2019
Liberty Cablevision of Puerto Rico LLC	Creando Conexiones	38 (Broadcasting, Transmission, Telecommunications Services)	88652274	10/12/2019
Liberty Cablevision of Puerto Rico LLC	Liberty Creando Conexiones	38 (Broadcasting, Transmission, Telecommunications Services)	88652273	10/12/2019
Liberty Cablevision of Puerto Rico LLC	Liberty Cellular	38 (Broadcasting, Transmission, Telecommunications Services)	88647177	10/8/2019
Liberty Cablevision of Puerto Rico LLC	Liberty Celular	38 (Broadcasting, Transmission, Telecommunications Services)	88647185	10/8/2019
Liberty Cablevision of Puerto Rico LLC	Liberty Mobile	38 (Broadcasting, Transmission, Telecommunications Services)	88647159	10/8/2019
Liberty Cablevision of Puerto Rico LLC	Liberty Mòvil	38 (Broadcasting, Transmission, Telecommunications Services)	88647169	10/8/2019