

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM804889

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SERVICE ELECTRIC CABLEVISION, INC.		04/10/2023	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	One Light Street		
Internal Address:	13th Floor		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3718346	ACCESS PACK	
Registration Number:	3141973	CLASSIC CABLE	
Registration Number:	3145262	LOCAL ADVANTAGE	
Registration Number:	3139129	SMART PACK	
Registration Number:	3145261	VIEWER'S PACK	
CORRESPONDENCE DATA			
Fax Number:	2028428465		
<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:	202-842-8800		
Email:	dctrademarks@faegredrinker.com		
Correspondent Name:	Kelly M. Young		
Address Line 1:	Faegre Drinker Biddle & Reath LLP		
Address Line 2:	1500 K Street NW, Suite 1100		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	042858.453641		
NAME OF SUBMITTER:	Jeremy T. Bui		

OP \$140.00 3718346

SIGNATURE:	/jeremy t bui/
DATE SIGNED:	04/21/2023
Total Attachments: 3 source=M&T_SECV - Intellectual Property Collateral Agreement (2023)#page1.tif source=M&T_SECV - Intellectual Property Collateral Agreement (2023)#page2.tif source=M&T_SECV - Intellectual Property Collateral Agreement (2023)#page3.tif	

INTELLECTUAL PROPERTY COLLATERAL AGREEMENT

THIS INTELLECTUAL PROPERTY COLLATERAL AGREEMENT (this "**Agreement**") is made as of April 10, 2023 by SERVICE ELECTRIC CABLEVISION, INC., a Pennsylvania corporation (together with its successors and assigns, "**Grantor**" and together with each Additional Grantor (as that term is defined in the Security Agreement defined below) and their successors and assigns, collectively, "**Grantors**") in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, as agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement defined below) (together with its successors and assigns in such capacity, "**Agent**").

WHEREAS, Grantor owns certain U.S. patents, trademarks, copyrights and tradenames, including the trademarks listed on the annexed Schedule A (collectively, the "**Intellectual Property**");

WHEREAS, Agent, Grantor, the Lenders (as that term is defined in the Credit Agreement defined below) and certain other parties entered into that certain 364 Day Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the "**Credit Agreement**"), pursuant to which the Lenders agreed to extend credit to Grantor on the terms and conditions described therein;

WHEREAS, Grantor, among others, is obligated to Agent pursuant to a Security Agreement dated as of the date hereof (as the same has been amended, restated, modified, supplemented and/or replaced from time to time, the "**Security Agreement**") in favor of Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor granted to Agent a security interest in all right, title and interest of Grantor in and to, among other things, the Intellectual Property, including the applications and registrations therefor, together with the goodwill of the business connected with the use of and symbolized by the Intellectual Property and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "**Collateral**"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Credit Agreement.

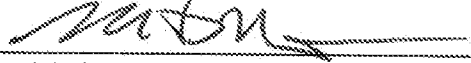
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, this Intellectual Property Collateral Agreement is duly executed on behalf of Grantor as of the date first written above.

SERVICE ELECTRIC CABLEVISION, INC.

By: 

Name: Mark Walter

Title: Senior Vice President

Signature Page to Intellectual Property Collateral Agreement

SCHEDULE A

TRADEMARKS

Owner	Mark	Registration Number	Date of Registration
Service Electric Cablevision, Inc.	ACCESS PACK	3718346	December 1, 2009
	CLASSIC CABLE	3141973	September 12, 2006
	LOCAL ADVANTAGE	3145262	September 19, 2006
	SMART PACK	3139129	September 5, 2006
	VIEWER'S PACK	3145261	September 19, 2006