

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM812610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Buckeye Telesystem, Inc.		05/23/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	222 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10038		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97704925	TELESYSTEM	
Serial Number:	97704917	TELESYSTEM	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	LATHAM & WATKINS C/O J. BAJADA-BARTLETT		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	042525-0091		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	/s/ Jessica Bajada-Bartlett		
DATE SIGNED:	05/24/2023		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (SUPPLEMENTAL FILING) (this “Supplemental IP Security Agreement”) is made and entered into as of May 23, 2023, by **BLOCK COMMUNICATIONS, INC.**, an Ohio corporation (herein referred to as a “Grantor” and the “Borrower”), and **EACH OF THE UNDERSIGNED SUBSIDIARIES OF THE BORROWER** (each a “Grantor”, and collectively with the Borrower, the “Grantors”), and **BANK OF AMERICA, N.A.**, a national banking association, as Administrative Agent (in such capacity, the “Administrative Agent”) for each of the Lenders (as defined in the Credit Agreement (as defined below) now or hereafter party to the Credit Agreement (such Lenders, together with the Administrative Agent, the “Secured Parties”). All capitalized terms used but not otherwise defined herein shall have the respective meanings assigned thereto in the Credit Agreement.

WHEREAS, Borrower, Administrative Agent and certain of the Secured Parties have entered into (i) the Credit Agreement dated as of May 15, 2002 as amended and restated on December 22, 2005, November 30, 2011, August 18, 2016, February 16, 2017, February 25, 2020, and May 23, 2023, and as hereafter may be amended, restated, amended and restated, supplemented, or otherwise modified or replaced from time to time, the “Credit Agreement”) and (ii) the Security Agreement dated as of May 15, 2002 as amended and restated on November 30, 2011 and August 18, 2016, and as hereafter may be amended, restated, amended and restated, supplemented, or otherwise modified or replaced from time to time, the “Pledge Agreement”). Pursuant to the Credit Agreement, Borrower, certain Grantors and Administrative Agent entered into an Intellectual Property Security Agreement dated as of May 15, 2002 a First Restated Intellectual Property Security Agreement dated as of November 30, 2011, a Second Amended and Restated Intellectual Property Security Agreement dated August 16, 2016, and an Intellectual Property Security Agreement dated February 25, 2020 (the “2020 IP SA”, and collectively with such other Intellectual Property Security Agreements referred to in the foregoing, the “Existing IP Security Agreements”). Borrower, Administrative Agent and certain of the Secured Parties have entered into the Second Amended and Restated Credit Agreement dated as of December 2, 2011, which restated the Original Credit Agreement in its entirety (such agreement, as amended prior to the date hereof, the “2011 Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement, the Pledge Agreement and the Existing IP Security Agreements, the Grantors have granted to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in certain intellectual property, including the Intellectual Property Collateral (as defined below), as collateral security for payment and performance of the Borrower’s Obligations;

WHEREAS, each Grantor has agreed to execute this Supplemental IP Security Agreement in order to record the security interest in certain additional Intellectual Property of the Grantors identified on Schedule I attached hereto and incorporated herein by reference (the “Supplemental IP Collateral”) with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, and to affirm the Liens granted to the Administrative Agent for the benefit of the Secured Parties in the Intellectual Property Collateral, including, without limitation, the Supplemental IP Collateral;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

1. **Defined Terms.** Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement, and if not defined therein, shall have the respective meanings given thereto in the Existing IP Security Agreements.

2. Grant of Security Interest. Each Grantor, as collateral security for the payment, performance and satisfaction of the Borrower's and the Guarantors' Obligations, as applicable, and as collateral security for the payment and performance of its obligations and liabilities (whether now existing or hereafter arising) hereunder or under any of the other Loan Documents to which it is now or hereafter becomes a party, hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in and to the following property of such Grantor or in which such Grantor has or may have or acquire an interest or the power to transfer rights therein, whether now owned or existing or hereafter created, acquired or arising and wheresoever located:

(a) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign patents and patent applications (including without limitation the patents and patent applications identified on Schedule I attached hereto and incorporated herein by reference), and all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, and all improvements thereon and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Patents");

(b) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign trademarks, trade names, domain names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration (including without limitation each trademark and service mark registration and application identified in Schedule II attached hereto and incorporated herein by reference), any renewals thereof, all goodwill of the business connected with the use thereof and symbolized thereby, and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements or dilutions thereof), the right to sue or otherwise recover for all past, present and future infringements or dilutions thereof, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Trademarks");

(c) all of such Grantor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications (including without limitation the copyright registrations identified on Schedule III attached hereto and incorporated herein by reference), all extensions, renewals, and restorations thereof, and including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto (collectively, the "Copyrights"); and

(d) all proceeds of any of the foregoing (collectively, the "Intellectual Property Collateral").

3. Credit Agreement; Existing IP Security Agreements. The security interest granted pursuant to this IP Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Credit Agreement and the Existing IP Security Agreements, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Existing IP Security Agreements. In the event that any provision of this IP Security Agreement is deemed to conflict with the Credit

Agreement or the Existing IP Security Agreements, the Credit Agreement and the Existing IP Security Agreements, as applicable, shall control.

4. Counterparts. This IP Security Agreement may be executed in any number of counterparts each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this IP Security Agreement to produce or account for more than one such counterpart executed by the Grantor against whom enforcement is sought. Without limiting the foregoing, the provisions of Section 10.10 of the Credit Agreement shall be applicable to this IP Security Agreement.

5. Governing Law. **THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE (i) WITH RESPECT TO THOSE INSTANCES IN WHICH THE APPLICABLE CHOICE OF LAWS RULES OF SUCH STATE, INCLUDING SECTION 9-301 OF THE UCC, REQUIRE THAT THE MANNER OF CREATION OF A SECURITY INTEREST IN SPECIFIC COLLATERAL OR THE MANNER OR EFFECT OF PERFECTION OR NONPERFECTION OR THE RULES GOVERNING PRIORITY OR SECURITY INTERESTS ARE TO BE GOVERNED BY THE LAWS OF ANOTHER JURISDICTION, THEN THE LAWS OF SUCH OTHER JURISDICTION SHALL GOVERN SUCH MATTERS, AND (ii) IN THOSE INSTANCES IN WHICH THE LAWS OF THE JURISDICTION IN WHICH COLLATERAL IS LOCATED GOVERN MATTERS PERTAINING TO THE METHODS AND EFFECT OF REALIZING ON COLLATERAL, SUCH LAWS SHALL BE GIVEN EFFECT WITH RESPECT TO SUCH MATTERS.**

6. Ratification. All Liens and security interests granted pursuant to the Existing IP Security Agreements are continued by this Supplemental IP Security Agreement and ratified.

[Signature Page Follows]

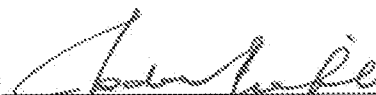
IN WITNESS WHEREOF, the parties have duly executed this Intellectual Property Security Agreement on the day and year first written above.

Grantors:


BLOCK COMMUNICATIONS, INC.

By: 
Name: Jodi Michls
Title: President & Chief Operating Officer

BUCKEYE CABLEVISION, INC.

By: 
Name: Jodi Michls
Title: Secretary

BUCKEYE TELESYSTEM, INC.

By: 
Name: Jodi Michls
Title: Secretary

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:



Print Name: Don B. Pinzon

Print Title: Vice President


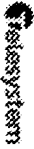
SCHEDULE I

Patents and Patent Applications

Patent Title	Application Number Application Date	Registration Number Registration Date	Status	Owner
Electronic newspaper	15006466 01/26/2016	10346525 07/09/2019	Issued	Block Communications, Inc.
Electronic newspaper delivery platform	16146382 09/28/2018	10872126 12/22/2020	Issued	Block Communications, Inc.
System for content triggered high-speed data service delivery independent of media delivery mechanisms	16919448 07/02/2020	11425174 08/23/2022	Issued	Buckeye Cablevision, Inc.
System for automated content delivery to high-speed data service client using redirection of internet protocol service flows independent of physical media delivery mechanisms	16919475 07/02/2020	11165878 11/02/2021	Issued	Buckeye Cablevision, Inc.
SYSTEM FOR EVENT-DRIVEN REDIRECTION OF INTERNET PROTOCOL SERVICE FLOWS	16919482 07/02/2020	--	Pending	Buckeye Cablevision, Inc.
Electronic newspaper delivery platform	16948916 10/06/2020	11366867 06/21/2022	Issued	Block Communications, Inc.
Method of Publishing and Delivering an Electronic Newspaper	17663515 05/16/2022	--	Pending	Block Communications, Inc.
SYSTEM FOR CONTENT TRIGGERED HIGH-SPEED DATA SERVICE DELIVERY INDEPENDENT OF MEDIA DELIVERY MECHANISMS	17874456 07/27/2022	--	Pending	Buckeye Cablevision, Inc.

SCHEDULE II

Federal Registered Trademarks and Trademark Applications

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
TOLEDO BLADE	88371289 April 4, 2019	6262469 February 2, 2021	Registered February 2, 2021	BLOCK COMMUNICATIONS INC
FOUR ONE NOSH and Design 	87507333 June 27, 2017	5509792 July 3, 2018	Registered July 3, 2018	Buckeye Cablevision, Inc.
TELESYSTEM	97704925 December 6, 2022	--	Filed March 21, 2023	Buckeye Telesystem, Inc.
TELESYSTEM and Design 	97704917 December 6, 2022	--	Filed March 21, 2023	Buckeye Telesystem, Inc.
TRUST BUT VERIFY	97472113 June 23, 2022	--	Filed March 22, 2023	Buckeye Telesystem, Inc.

SCHEDULE III

Copyright Registrations

None.

TRADEMARK

REEL: 008082 FRAME: 0056

RECORDED: 05/24/2023