

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842723

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Telephone and Data Systems, Inc.		09/28/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	550 South Tryon Street		
Internal Address:	7th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	29202		
Entity Type:	National Banking Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Serial Number:	77855605	BENDBROADBAND	
Serial Number:	86577578		
Serial Number:	77508585	TDS	
Serial Number:	86348517	TDS	
Serial Number:	86348524	TDS	
Serial Number:	75324426	TDS METROCOM	
Serial Number:	75120454	TDS TELECOM	
Serial Number:	75327779	TDS TELECOM	
Serial Number:	78291146	TDS	
Serial Number:	78561041	TDS TV	
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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	1271 Avenue of the Americas		

CH \$265.00 77855605

Address Line 4:	New York, NEW YORK 10020
ATTORNEY DOCKET NUMBER:	049133-0645
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	09/28/2023
Total Attachments: 8 source=TDS Odyssey - Trademark Security Agreement Executed#page1.tif source=TDS Odyssey - Trademark Security Agreement Executed#page2.tif source=TDS Odyssey - Trademark Security Agreement Executed#page3.tif source=TDS Odyssey - Trademark Security Agreement Executed#page4.tif source=TDS Odyssey - Trademark Security Agreement Executed#page5.tif source=TDS Odyssey - Trademark Security Agreement Executed#page6.tif source=TDS Odyssey - Trademark Security Agreement Executed#page7.tif source=TDS Odyssey - Trademark Security Agreement Executed#page8.tif	

TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2023 (this “Agreement”), among Telephone and Data Systems, Inc., a Delaware corporation (“TDS”), TDS Telecommunications LLC, a Delaware limited liability company (“TDS Telecomm” and, together with TDS, the “Grantors” and each, a “Grantor”) and Wells Fargo Bank, National Association, as Administrative Agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Senior Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among TDS, as borrower thereunder (the “Borrower”), the Lenders from time to time party thereto and Wells Fargo Bank, National Association, as Administrative Agent and (b) the Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Borrower, and the other persons from time to time party thereto as “Grantors” (as defined therein) and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is either the Borrower or an Affiliate of the Borrower, as applicable, and is willing to execute and deliver this Agreement as consideration for, and in order to induce the Lenders to make, the Loans contemplated by the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the Trademarks listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” and issuance of a “Certificate of Registration” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” whereby such intent-to-use trademark application is converted to a “use in commerce” application pursuant to Section 1(c) of the Lanham Act.

SECTION 3. Termination. Subject to Section 5.13 of the Security Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors (as defined in the Security Agreement) all instruments in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 4. Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this


Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TELEPHONE AND DATA SYSTEMS, INC.,
as a Grantor

By: 
Name: Vicki L. Villacrez
Title: Executive Vice President and Chief Financial Officer

By: _____
Name: John M. Toomey
Title: Vice President and Treasurer

TDS TELECOMMUNICATIONS LLC,
as a Grantor

By: _____
Name: Anita J. Kroll
Title: Vice President and Controller and Chief Accounting Officer

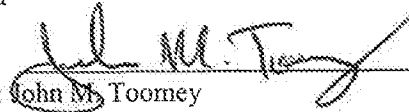
WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: _____
Name:
Title:

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as a Grantor

By: _____
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Title: Executive Vice President and Chief Financial
Officer

By:  _____
Name: John M. Toomey
Title: Vice President and Treasurer

TDS TELECOMMUNICATIONS LLC,
as a Grantor

By: _____
Name: Anita J. Kroll
Title: Vice President and Controller and Chief
Accounting Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: _____
Name:
Title:

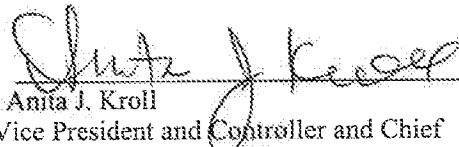
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Officer

By: _____
Name: John M. Toomey
Title: Vice President and Treasurer

TDS TELECOMMUNICATIONS LLC,
as a Grantor

By:  _____
Name: Anita J. Kroll
Title: Vice President and Controller and Chief
Accounting Officer

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent





By: _____
Name:
Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: *Daniel Kurtz*
Name: Daniel Kurtz
Title: Director

Schedule I

Trademarks

<u>Borrower/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No</u>
Telephone and Data Systems, Inc.	BENDBROADBAND	United States of America	Oct 23 2009 Oct 5 2010	Registered	77/855,605 3,855,853
Telephone and Data Systems, Inc.	BENDBROADBAND LOCAL DOG LOGO 	United States of America	Mar 26 2015 Mar 22 2016	Registered	86/577,578 4,921,616
Telephone and Data Systems, Inc.	TDS	United States of America	Jun 26 2008 Aug 25 2009	Registered	77/508,585 3,671,717
Telephone and Data Systems, Inc.	TDS	United States of America	Jul 25 2014 Nov 17 2015	Registered	86/348,517 4,856,489
Telephone and Data Systems, Inc.	TDS Arc Logo 	United States of America	Jul 25 2014 Nov 17 2015	Registered	86/348,524 4,856,490
Telephone and Data Systems, Inc.	TDS METROCOM	United States of America	Jul 14 1997 Jul 6 1999	Registered	75/324,426 2,258,553
Telephone and Data Systems, Inc.	TDS TELECOM	United States of America	Jun 17 1996 Aug 12 1997	Registered	75/120,454 2,087,371
Telephone and Data Systems, Inc.	TDS TELECOM	United States of America	Jul 18 1997 Aug 24 1999	Registered	75/327,779 2,271,412
Telephone and Data Systems, Inc.	TDS Telecom Logo 	United States of America	Aug 22 2003 Oct 12 2004	Registered	78/291,146 2,893,412
Telephone and Data Systems, Inc.	TDS TV	United States of America	Feb 4 2005 Aug 29 2006	Registered	78/561,041 3,137,101
TDS Telecommunications LLC	BELIEVE IN BETTER	United States of America	Mar 17 2015 Nov 7 2017	Registered	86/566,391 5,330,099
TDS Telecommunications LLC	CATCHTV	United States of America	Mar 17 2015 May 9 2017	Registered	86/566,406 5,200,476
TDS Telecommunications LLC	CATCHTV Logo 	United States of America	May 1 2015 May 9 2017	Registered	86/617,064 5,200,528
TDS Telecommunications LLC	CONNECT MORE	United States of America	Jun 17 2005 Oct 23 2007	Registered	78/653,044 3,320,159

<u>Borrower/Grantor</u>	<u>Title</u>	<u>Country</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No</u>
TDS Telecommunications LLC	PREMIUM PASS	United States of America	Apr 27 2005 Aug 15 2006	Registered	78/617,983 3,131,236
TDS Telecommunications LLC	XDATA	United States of America	Jul 3 2003 Jun 22 2004	Registered	78/270,284 2,856,066