

04-24-2002

FORM PTO-1594 (Substitute)

SHEET

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



102067508

To the Director of the U.S. Patent and T

original documents or copy thereof.

1. Name of conveying party(ies):

4. 17. 02

BUCKEYE TELESYSTEM, INC.

- Individual
- General Partnership
- Corporation-OHIO
- Other:
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 21, 2001

2. Name and address of receiving party(ies):

Name: MELLON BANK, N.A., as collateral agent

Address: One Mellon Bank Center

City: Pittsburgh State: PA Zip: 15258

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment.)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s)

A. Trademark Application No(s).

see attached

2421976

B. Trademark Registration No(s).

see attached

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jody L. Burtner, Senior Paralegal

REED SMITH LLP

Address: P.O. Box 488

City: Pittsburgh State: PA Zip: 15230

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6)): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account
- Charge any deficiency to deposit account

8. Deposit account number:

18-0582

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true and copy of the original document.

Jody L. Burtner
Name of Person Signing

Signature

April 5, 2002
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Director of the U.S. Patent and Trademark Office, Box Assignments
Washington, D.C. 20231

04/23/2002 TDIAZI 00000224 2421976

01 FC:481
02 FC:482

40.00 OP
25.00 OP

PGHUB-0933103.01-JLBURTNE
April 4, 2002 3:54 PM

TRADEMARK
REEL: 002489 FRAME: 0679

4.A Additional Trademark Application Serial Numbers To Be Recorded

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
BUCKEYE SAVERPLAN	76/334,390	11/7/01

4.B Additional Trademark Registration Numbers To Be Recorded

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
MAXLINK	2,421,976	1/16/01

AGREEMENT OF LIEN ON
TRADEMARKS, SERVICE MARKS AND PENDING APPLICATIONS

THIS AGREEMENT, by BUCKEYE TELESYSTEM, INC., an Ohio corporation having its principal place of business at 5566 Southwyck Boulevard, Toledo, Ohio 43614-1536 (the "Grantor"), in favor of MELLON BANK, N.A., a national banking association having its principal place of business at One Mellon Bank Center, Pittsburgh, Pennsylvania 15258, as Collateral Agent for the Secured Parties referred to below (in such capacity, together with its successors in such capacity, the "Collateral Agent").

Recitals:

A. The Grantor has obtained certain marks which are registered in, or applications for which are pending in, the United States and/or foreign countries, all of which marks, registrations thereof and applications therefor are more particularly described hereinafter.

B. Block Communications, Inc., an Ohio corporation (the "Borrower"), the Lenders party thereto from time to time (the "Revolving Credit Lenders"), and Mellon Bank, N.A., as Administrative Agent for the Revolving Credit Lenders (in such capacity, together with its successors and assigns, the "Revolving Credit Agent") have entered into a Revolving Credit Agreement dated as of December 29, 1998, as amended by Amendment No. 1 to Credit Documents dated as of March 27, 2001 (as amended, modified or supplemented from time to time, the "Revolving Credit Agreement"). The Borrower, the Lenders party thereto from time to time (the "Term Loan Lenders"); and together with the Revolving Credit Lenders, the "Lenders"), and Mellon Bank, N.A., as Administrative Agent for the Term Loan Lenders (in such capacity, together with its successors and assigns, the "Term Loan Agent"; and together with the Revolving Credit Agent, the "Administrative Agents"), have entered into a 364-Day Standby Term Loan Agreement dated as of December 29, 1998, as extended by the Extension Agreement dated as of November 29, 1999, and an Extension Agreement dated as of December 14, 2000 and as amended by Amendment No. 1 to Credit Documents dated as of March 27, 2001 (as amended, modified or supplemented from time to time, the "Term Loan Agreement"; and together with the Revolving Credit Agreement, the "Credit Facilities").

C. (i) The Borrower and Teachers Insurance and Annuity Association of America (together with its successors and assigns, "Teachers") have entered the Note Purchase Agreement, dated as of August 7, 1991, as amended by the Waiver Letter dated as of December 31, 1992, and the Modification Letters dated as of January 8, 1993, October 14, 1994, December 12, 1996 and December 29, 1998; (ii) the Borrower and Teachers, The Travelers Insurance Company (together with its successors and assigns, "Travelers Insurance") and The Travelers Indemnity Company (together with its successors and assigns, "Travelers Indemnity") (together with its successors and assigns, "Teachers"), respectively, have entered into three separate Note Purchase Agreements, dated as of January 8, 1993, as amended by the Modification Letters dated as of October 14, 1994, December 12, 1996 and December 29, 1998; (iii) the Borrower and Teachers have entered into a Note Purchase Agreement, dated as of October 14, 1994, as amended by the Modification Letters dated as of December 12, 1996 and December 29, 1998; and (iv) the Borrower and Teachers, Massachusetts Mutual Life Insurance Company (together with its successors and assigns, "Mass Mutual"), CM Life Insurance Company (together with its successors and assigns, "CM Insurance"), Travelers Insurance and Farmington Casualty Company (together with its successors and assigns, "Farmers") have entered into five separate Note Purchase Agreements, dated as of December 12, 1996, as amended by the Modification Letter dated as of December 29, 1998 (as amended, modified or supplemented from time to time, the "Note Purchase Agreements"; and the several series of notes issued by the Borrower pursuant to the Note Purchase Agreements being collectively referred to as the "Notes", as more fully defined in the Collateral Agency Agreement), Teachers, Travelers Insurance,

Travelers Indemnity, Mass Mutual, CM Insurance and Farmers, together with their successors and assigns (including the holders from time to time of the Notes), are referred to herein collectively as the "Noteholders").

D. The Borrower and National City Bank of Pennsylvania (together with its successors and assigns, "National City"), have entered into a Revolving Credit Agreement, dated as March 1, 2000, as amended by the First Amendment to Revolving Credit Agreement, dated as of February 28, 2001, the Second Amendment to Revolving Credit Agreement dated as of March 27, 2001, the Third Amendment to Revolving Credit Agreement, dated as of May 15, 2001, and the Fourth Amendment to Revolving Credit Agreement, dated as of October 12, 2001 (as amended, modified, or supplemented from time to time, the "Line of Credit Agreement").

E. The Borrower and Mellon Bank, N.A. and its affiliates (the "Swap Party"; and together with the Lenders, the Administrative Agents, the Noteholders, the Line of Credit Lender and the Collateral Agent, and as more fully defined in the Collateral Agency Agreement, the "Secured Parties") have entered into certain interest rate hedging agreements (as amended, modified or supplemented from time to time, the "Swap Agreements").

F. The Grantor is a wholly-owned subsidiary of the Borrower, has guaranteed, and/or agreed to provide collateral to secure, the Borrower's obligations under the Credit Facilities, the Note Purchase Agreements, the Line of Credit Agreement and the Swap Agreements, and has benefited and will benefit from the extensions of credit thereunder.

G. The Borrower, the Grantor, certain other subsidiaries of the Grantor, the Secured Parties and the Collateral Agent have entered into a Collateral Agency Agreement, dated as of the date hereof (as amended, modified or supplemented from time to time, the "Collateral Agency Agreement"). Pursuant to the Collateral Agency Agreement, the Collateral Agent has agreed to serve as the collateral agent of the Secured Parties with respect to certain security (including the security granted by this Agreement) for the Secured Obligations (as defined in the Collateral Agency Agreement), including obligations of the Grantor to such Secured Parties under or in connection with the Credit Facilities, the Note Purchase Agreements, the Line of Credit Agreement and the Swap Agreements.

H. Grantor, certain other subsidiaries of the Borrower, and the Collateral Agent have entered into a Security Agreement, dated as of December 21, 2001 (as amended, modified or supplemented from time to time, the "Security Agreement").

NOW, THEREFORE, the Grantor, intending to be legally bound, hereby confirms that it has granted to and created in favor of the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement, and hereby grants to and creates in favor of the Collateral Agent, for the benefit of the Secured Parties, a lien on the security interest in and to the following marks, registrations thereof and pending applications therefor, together with the goodwill of the business symbolized by such marks, as security for the full and timely payment and performance of the Secured Obligations:

I. U.S. Trademark/Service Mark Registrations:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Int. Class</u>
SM - Maxlink	2,421,976	01/16/2001	38

II. U.S. Trademark/Service Mark Applications:

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Int. Class</u>
SM - Buckeye SaverPlan	76/334,390	11/07/2001	38

III. Foreign Trademark/Service Mark Registrations:

None.

IV. Foreign Trademark/Service Mark Registrations:

None.

This Agreement is a Shared Security Document referred to in the Collateral Agency Agreement.

WITNESS the due execution hereof as of the 21st day of December, 2001.

BUCKEYE TELESYSTEM, INC.

By: 

Name: Gary J. Blair

Title: Assistant Treasurer

COMMONWEALTH OF PENNSYLVANIA)

) SS:

COUNTY OF ALLEGHENY)

On this, the 27th day of December, 2001, before me, a Notary Public, the undersigned officer, personally appeared GARY J. BLAIR, who acknowledged himself/herself to be ASST. TREAS. of Buckeye TeleSystem, Inc., an Ohio corporation, and that he/she as ASST. TREAS., being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the company by himself/herself as ASST. TREAS..

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carol A. Soltes
Notary Public

(Notarial Seal)

My Commission Expires:

Notarial Seal
Carol A. Soltes, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 14, 2004
Member, Pennsylvania Association of Notaries