

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	IP SECURITY JOINDER AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
E. VIDDAL & ASSOCIATES LLC		03/03/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	101 N. TRYON STREET, 5TH FLOOR		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4826466	LIBERCUS	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	JLIK@SHEARMAN.COM		
Correspondent Name:	BENJAMIN PETERSEN		
Address Line 1:	1460 EL CAMINO REAL, 2ND FLOOR		
Address Line 2:	SHEARMAN & STERLING LLP		
Address Line 4:	MENLO PARK, CALIFORNIA 94025		
ATTORNEY DOCKET NUMBER:	37051/95		
NAME OF SUBMITTER:	BENJAMIN PETERSEN		
SIGNATURE:	/BENJAMIN PETERSEN/		
DATE SIGNED:	03/08/2016		
Total Attachments: 6			
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IP SECURITY JOINDER AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY JOINDER AGREEMENT (this “IP Security Joinder Agreement”), dated as of March 3, 2016, is made by **E. VIDDAL & ASSOCIATES LLC**, a Florida limited liability company (the “Joining Grantor”), and delivered to **BANK OF AMERICA, N.A.**, in its capacity as Administrative Agent (in such capacity, the “Administrative Agent”), under the Second Amended and Restated Credit Agreement dated as of December 2, 2011 (as amended by the Incremental Loan Amendment dated as of November 7, 2014 and as from time to time further amended, revised, modified, supplemented, amended and restated, or replaced, renewed, refunded or refinanced, the “Credit Agreement”), by and among Block Communications, Inc. (the “Borrower”), the Lenders (as defined in the Credit Agreement) from time to time party thereto and the Administrative Agent. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement or the IP Security Agreement, as applicable.

WHEREAS, the Joining Grantor is a Subsidiary and required by the terms of the Credit Agreement to become a “Guarantor” under the Credit Agreement and be joined as a party to the First Restated Intellectual Property Security Agreement dated as of December 2, 2011, by and among the Administrative Agent, the Borrower and certain Subsidiaries of the Borrower (as heretofore and from time to time hereafter amended, revised, modified, supplemented, amended and restated or replaced, the “IP Security Agreement”) as a Grantor (as defined in the IP Security Agreement); and

WHEREAS, the Joining Grantor will materially benefit directly and indirectly from the credit facilities made available and to be made available to the Borrower by the Lenders under the Credit Agreement and other extensions of credit; and

NOW, THEREFORE, the Joining Grantor hereby agrees as follows with the Administrative Agent, for the benefit of the Secured Parties (as defined in the IP Security Agreement):

1. Joinder. The Joining Grantor hereby irrevocably, absolutely and unconditionally becomes a party to the IP Security Agreement as a Grantor and is bound by all the terms, conditions, obligations, liabilities, covenants and undertakings of each Grantor or to which each Grantor is subject thereunder, including without limitation the grant pursuant to Section 1 of the IP Security Agreement of a Security Interest to the Administrative Agent for the benefit of the Secured Parties in the property and property rights constituting Collateral (as defined in Section 1 of the IP Security Agreement) 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, and the collateral assignment of the Collateral pursuant to Section 4 of the IP Security Agreement, all as security for the payment and performance of the Secured Obligations (as defined in the IP Security Agreement), all with the same force and effect as if the Joining Grantor were a signatory to the IP Security Agreement.

2. Affirmations. The Joining Grantor hereby acknowledges and reaffirms as of the date hereof with respect to itself, its properties and its affairs each of the waivers, representations, warranties, acknowledgements and certifications applicable to any Grantor contained in the IP Security Agreement.

3. Supplemental Schedules. Attached to this IP Security Joinder Agreement are duly completed schedules (the “Supplemental Schedules”) supplementing as thereon indicated the respective Schedules to the IP Security Agreement. The Joining Grantor represents and warrants that the information contained on each of the Supplemental Schedules with respect to such Joining Grantor and its Collateral, properties and affairs is true, complete and accurate as of the date hereof.

4. IP Assignment. Attached to this IP Security Joinder agreement is a duly executed IP Assignment in which the Joining Grantor grants, assigns, transfers, conveys and sets over the Administrative Agent, for the benefit of the Secured Parties, the Grantor's entire right, title and interest in and to the Collateral described in the Supplemental Schedules.

5. Severability. The provisions of this IP Security Joinder Agreement are independent of and separable from each other. If any provision hereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof, but this IP Security Joinder Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

6. Counterparts. This IP Security Joinder 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 Joinder Agreement to produce or account for more than one such counterpart executed by the Joining Grantor against whom enforcement is sought. Without limiting the foregoing provisions of this Section 6, the provisions of Section 10.02(b) of the Credit Agreement shall be applicable to this IP Security Joinder Agreement.

7. Delivery. Joining Grantor hereby irrevocably waives notice of acceptance of this IP Security Joinder Agreement and acknowledges that the Secured Obligations are and shall be deemed to be incurred, and credit extensions under the Loan Documents made, in reliance on this IP Security Joinder Agreement and the Grantor's joinder as a party to the IP Security Agreement as herein provided.

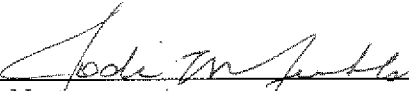
8. Governing Law; Venue; Waiver of Jury Trial. The provisions of Section 33 of the IP Security Agreement are hereby incorporated by reference as if fully set forth herein.

[Signature page follows.]

IN WITNESS WHEREOF, the Joining Grantor has duly executed and delivered this IP Security Joinder Agreement as of the day and year first written above.

JOINING GRANTOR:

E. VIDDAL & ASSOCIATES LLC

By: 
Print Name: JOEL L. MEHL
Print Title: ASST. SECRETARY

SCHEDULE I
TO IP SECURITY JOINDER AGREEMENT

Patents and Patent Applications

Exact Legal Name of Owner	Description of Intellectual Property	Country(ies) of Registration	Application or Registration Number(s)	Registration Office(s)	Application or Registration Date(s)
E. Viddal & Associates LLC	None				

**SCHEDULE II
TO IP SECURITY JOINDER AGREEMENT**

Registered Trademarks and Trademark Applications

Exact Legal Name of Owner	Description of Intellectual Property	Country(ies) of Registration	Application or Registration Number(s)	Registration Office(s)	Application or Registration Date(s)
E. Viddal & Associates LLC	Libercus	USA	4826466	Patent and Trademark	October 6, 2015

**SCHEDULE III
TO IP SECURITY JOINDER AGREEMENT**

Copyright Registrations

Exact Legal Name of Owner	Description of Intellectual Property	Country(ies) of Registration	Application or Registration Number(s)	Registration Office(s)	Application or Registration Date(s)
E. Viddal & Associates LLC	None				

TRADEMARK

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