

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Broadcasting Company of Michigan		12/21/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Comerica Bank		
Street Address:	39200 Six Mile Road		
Internal Address:	MC 7578		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	a Texas banking association: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4776714	BREVVINE	
Registration Number:	4619850	EXPERIENCE 231	
Registration Number:	5216174	NMD NORTHERN MICHIGAN DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	7349302494		
<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:	7349302488		
Email:	trademarks@bodmanlaw.com		
Correspondent Name:	Susan M. Kornfield		
Address Line 1:	201 South Division, Suite 400		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
NAME OF SUBMITTER:	Susan M. Kornfield		
SIGNATURE:	/susan m. kornfield/		
DATE SIGNED:	01/24/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

(Trademarks)

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of December 21, 2022, between the undersigned (the "Debtor") and Comerica Bank ("Bank").

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement, dated as of December 21, 2022 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Debtor, and Cadillac Telecasting Co., a Delaware corporation., ("Borrowers") and Bank, the Bank has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, Debtor has executed and delivered that certain Security Agreement, dated as of December 21, 2022, to the Bank (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the advances under the Credit Agreement, Debtor is required to execute and deliver this Agreement and to further confirm the grant to Bank for the benefit of the Bank a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, Debtor agrees, for the benefit of the Bank, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, Debtor does hereby pledge, collaterally assign (as collateral), and grant to the Bank a continuing lien on and security interest in, all of the following property of Debtor (the "Trademark Collateral"), whether now owned or hereafter arising or acquired and wherever located:

(a) all license agreements with any other Person in connection with any of the trademarks or such other Person's names or trademarks, whether Debtor is a licensor or a licensee under any such license agreement, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses; and

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on ***Schedule 1.1*** attached hereto and made a part hereof, and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (iii) all rights corresponding thereto and all other rights of any kind whatsoever of Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c);

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any trademark, trademark registration or trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any trademark or for breach or enforcement of any trademark license; and

(f) and excluding all “intent to use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of the Bank in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Debtor hereby further acknowledges and affirms that the rights and remedies of the Bank, with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be

construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

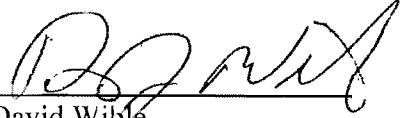
**HERITAGE BROADCASTING COMPANY OF
MICHIGAN**

By: 

Name: Peter Iacobelli

Title: Authorized Agent

COMERICA BANK

By: 
Name: David Wible
Title: Vice President

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	Application No.	Filing Date	Registration No.	Registration Date	Owner
<u>BREWVINE</u>	86463106	November 24, 2014	4776714	July 21, 2015	Heritage Broadcasting Company of Michigan, Inc. (Delaware Corporation)
<u>EXPERIENCE 231</u>	86092691	October 16, 2013	4619850	October 14, 2014	Heritage Broadcasting Company of Michigan, Dba Northern Michigan Digital (Delaware Corporation)
<u>NMD NORTHERN MICHIGAN DIGITAL and Design</u> 	86889413	January 28, 2016	5216174	June 6, 2017	Heritage Broadcasting Company of Michigan (Delaware Corporation)