504199821 01/27/2017

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4246497

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
HIGH SCHOOL CUBE, LLC	01/24/2017

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A.	
Street Address:	100 NORTH TRYON STREET	
City:	CHARLOTTE	
State/Country:	NORTH CAROLINA	
Postal Code:	28202	

PROPERTY NUMBERS Total: 2

Property Type	Number
Application Number:	15382432
Application Number:	62268279

CORRESPONDENCE DATA

Fax Number: (800)494-7512

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.

Phone: 800-494-5225

Email: ipteam@nationalcorp.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130
Address Line 2: NATIONAL CORPORATE RESEARCH, LTD

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	F168016 PAT ABL	
NAME OF SUBMITTER: EMILY OHANNESSIAN		
SIGNATURE:	/Emily Ohannessian/	
DATE SIGNED:	01/27/2017	

Total Attachments: 5

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GRANT OF SECURITY INTEREST IN PATENTS

GRANT OF SECURITY INTEREST IN PATENTS (the "<u>Agreement</u>"), dated as of January 24, 2017, made by High School Cube, LLC, a Delaware limited liability company ("<u>Grantor</u>"), in favor of BANK OF AMERICA, N.A., as Collateral Agent (the "<u>Agent</u>") for the Lenders that are parties to the ABL Credit Agreement, dated as of August 4, 2014, among Tribune Publishing Company (the "<u>Company</u>"), certain of the Company's subsidiaries from time to time party thereto (together with the Company, the "<u>ABL Borrowers</u>"), the Lenders and the Agent (as amended, supplemented, waived or otherwise modified from time to time, the "<u>ABL Credit Agreement</u>").

WHEREAS, pursuant to the ABL Credit Agreement, the Lenders have severally agreed, among other things, to make certain loans to the ABL Borrowers subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the ABL Credit Agreement, the Grantor, the Company and the other parties thereto have executed and delivered an ABL Security Agreement, dated as of August 4, 2014, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the ABL Secured Parties, a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the ABL Credit Agreement and the Security Agreement.
- 2. <u>Grant of Security Interest</u>. The Grantor hereby grants to the Agent, for the benefit of the ABL Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the ABL Credit Agreement) and to:
- 2.01 all Patents now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without limitation those Patents set forth on Schedule I hereto, as may be amended or modified from time to time;
- 2.02 to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the

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17193757.3 #89258221v4 foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Property.

- 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.
- 4. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents are more fully set forth in the ABL Credit Agreement and 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.
- 5. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement. The Agent may also require that any such documents and signatures delivered by telecopier or other electronic transmission be confirmed by a manually-signed original thereof; <u>provided</u> that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier or other electronic transmission.

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IN WITNESS WHEREOF, the Grantor and the Agent 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.

HIGH SCHOOL CUBE, LLC

By: _____

Name: Justin C. Dearborn Title: President and CEO

BANK OF AMERICA, N.A., as Agent

By: Brad H. Breidenbach

Title: Senior Vice President

SCHEDULE I

High School Cube, LLC

US Patent Application SN 15/382,432 filed December 16, 2016, and US Provisional Application SN 62/268,279 filed December 16, 2015.

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PATENT RECORDED: 01/27/2017 REEL: 041102 FRAME: 0289