

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TVC Albany, Inc.		06/28/2013	CORPORATION: DELAWARE
Tech Valley Holdings, LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE
segNET Technologies, Inc.		06/28/2013	CORPORATION: DELAWARE
segTEL, Inc.		06/28/2013	CORPORATION: NEW HAMPSHIRE
segTEL PM, LLC		06/28/2013	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE
North Country Internet Access, Inc.		06/28/2013	CORPORATION: NEW HAMPSHIRE
Interdial Networks, LLC		06/28/2013	LIMITED LIABILITY COMPANY: NEW HAMPSHIRE

## RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3269508	FIRSTLIGHT
Registration Number:	3700873	ALBANY FREENET
Registration Number:	3798556	ALBANY FREENET
Registration Number:	3875665	TELJET
Serial Number:	77901905	WINK HIGH SPEED INTERNET

## CORRESPONDENCE DATA

900259727

TRADEMARK  
 REEL: 005062 FRAME: 0986

CH \$140.00 3269508

Fax Number: 4045725135

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 404-572-3458

Email: slake@kslaw.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09636-015094
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NAME OF SUBMITTER:	Susan Lake
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Signature:	/Susan Lake/
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Date:	07/03/2013
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**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 28, 2013, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 28, 2013 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral");

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- i. all renewals and extensions of the foregoing;
- ii. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- iii. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademark and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TVC ALBANY, INC.

as Grantor

By: 

Name: Sean Socha

Title: Chief Financial Officer

TECH VALLEY HOLDINGS, LLC

as Grantor

By: 

Name: Sean Socha

Title: Authorized Representative

SEGNET TECHNOLOGIES, INC.

as Grantor

By: 

Name: Sean Socha

Title: Chief Financial Officer

SEGTEL, INC.

as Grantor

By: 

Name: Sean Socha

Title: Chief Financial Officer

SEGTEL PM, LLC

as Grantor

By: 

Name: Sean Socha

Title: Chief Financial Officer

NORTH COUNTRY INTERNET ACCESS, INC.

as Grantor

By: 

Name: Sean Socha

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
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INTERDIAL NETWORKS, LLC  
as Grantor

By: 

Name: Sean Socha

Title: Chief Financial Officer

Signature Page to Trademark Security Agreement

**TRADEMARK**  
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ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Agent



By: Brian A. Jack  
Name: Brian A. Jack  
Title: Its Duly Authorized Signatory

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 005062 FRAME: 0992**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<b>TRADEMARK APPLICATION OR REGISTERED TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL/ REGISTRATION NO.</b>	<b>FILING/ REGISTRATION DATE</b>
<b>FIRSTLIGHT</b>	TVC Albany, Inc.	786086451/ 3269508	04/14/2005/ 07/24/2007
<b>WINK HIGH SPEED INTERNET</b>	TVC Albany, Inc. DBA Tech Valley Communications	77901905	12/29/2009
<b>ALBANY FREENET and Design</b> 	TVC Albany, Inc.	77755463/ 3798556	06/09/2009/ 06/08/2010
<b>ALBANY FREENET and Design</b> 	TVC Albany, Inc.	77557174/ 3700873	08/27/2008/ 10/27/2009
<b>TELJET</b>	TelJet Longhaul, LLC <sup>1</sup>	77843146/ 3875665	10/07/2009/ 11/16/2010

<sup>1</sup> To be assigned to TVC Albany, Inc. on or around the date hereof.