

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314120

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Amended and Restated Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GTT COMMUNICATIONS, INC.		08/06/2014	CORPORATION: DELAWARE
NLAYER COMMUNICATIONS, INC.		08/06/2014	CORPORATION: ILLINOIS
NT NETWORK SERVICES, LLC		08/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WEBSTER BANK, N.A.		
<b>Street Address:</b>	185 Asylum St., CityPlace II		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Hartford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06103		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2903299	NLAYER COMMUNICATIONS	
<b>Registration Number:</b>	4199402	ETHERCLOUD	
<b>Registration Number:</b>	4276443	ETHERCLOUD	
<b>Serial Number:</b>	85494094	ETHERVISION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>			
<b>Email:</b>	tadmin@choate.com		
<b>Correspondent Name:</b>	Elizabeth A. Walker		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>NAME OF SUBMITTER:</b>	Elizabeth A. Walker		
<b>SIGNATURE:</b>	/Elizabeth A. Walker/		

OP \$115.00 2903299

<b>DATE SIGNED:</b>	08/14/2014
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**Total Attachments: 7**

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## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of August 6, 2014 by and between GTT COMMUNICATIONS, INC., a Delaware corporation, N-LAYER COMMUNICATIONS, INC., an Illinois corporation, NT NETWORK SERVICES, LLC, a Delaware corporation (collectively, the “**Grantors**” and each, individually, a “**Grantor**”), and WEBSTER BANK, N.A. (“**Secured Party**”).

### Introduction

Pursuant to the Second Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time in accordance with the terms thereof, the “**Credit Agreement**”) by and among, among others, the Grantors and Secured Party, Secured Party has agreed, subject to the terms and conditions set forth therein, to make a revolving credit extension and a term loan and provide other financial accommodations to the Grantors (the “**Loans**”). Under the Credit Agreement, each Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations under, and as defined in, the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to enter into the Credit Agreement and make the Loans to the Grantors pursuant thereto, each Grantor agrees, for the benefit of Secured Party, 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. To secure the prompt performance of the Secured Obligations, each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers and grants to Secured Party a continuing security interest in all of the following property, whether now or hereafter existing or acquired by each Grantor (the “**Trademark Collateral**”):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing

(each, a “**Trademark**”);

(b) all Trademark licenses for the grant by or to each Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by any Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Credit Agreement and other Loan Documents. The Credit Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (a) the disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the full and final discharge of the Secured Obligations and the termination of Secured Party’s obligations under the Credit Agreement, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such disposition or termination, Secured Party will, at the applicable Grantor’s sole expense, deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by Secured Party hereunder, and execute and deliver to such Grantor such documents as Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Each Grantor further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit 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 6. Financing Document. 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 thereof.

SECTION 7. 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. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of the State of New York.

SECTION 9. This Agreement amends, restates and replaces the Trademark Security Agreement dated as of April 30, 2013 by and among certain of the Grantors and the Secured Party (the "Original Trademark Security Agreement"). The security interests granted under the Original Trademark Security Agreement by the Grantors party thereto shall continue without interruption under this Agreement

[Signature Pages to Follow]


IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTORS:


**GTT COMMUNICATIONS, INC.,**

By:   
Name: Michael R. Bauer  
Title: Chief Financial Officer and Treasurer

**NLAYER COMMUNICATIONS, INC.**

By:   
Name: Michael R. Bauer  
Title: Chief Financial Officer and Treasurer


**NT NETWORK SERVICES, LLC**

By:   
Name: Michael R. Bauer  
Title: Chief Financial Officer and Treasurer

Acknowledged and agreed to as of the date first above written.

SECURED PARTY:

**WEBSTER BANK, N.A.**

By:   
Name: Andre Paquette  
Title: Senior Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005344 FRAME: 0538**



**SCHEDULE I**

**Item A.**

**Registered Trademarks**

<b>Trademark</b>	<b>Status</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
NLAYER COMMUNICATIONS	Active	2903299	11/16/2004
ETHERCLOUD	Active	4199402	8/28/2012
ETHERCLOUD	Active	9864778	8/17/2011
ETHERCLOUD	Active	302028618	9/9/2011
ETHERCLOUD	Active	T1112555F	1/12/2012
ETHERCLOUD (& DESIGN)	Active	4276443	1/15/2013
ETHERCLOUD (& DESIGN)	Active	47226443	1/15/2013
ETHERCLOUD (& DESIGN)	Active	10146744	12/7/2011
ETHERVISION	Active	010962116	11/5/2012

**Trademark Applications in Preparation/Pending**

<b>Trademark</b>	<b>Status</b>	<b>Application No.</b>	<b>Application Date</b>
ETHERCLOUD	Pending	831220830	9/9/2011
ETHERCLOUD	Pending	1542951	9/9/2011
ETHERVISION	Pending	85/494094	12/31/2011

**Item B.**

**Trademark Licenses**

NONE