

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348408

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TVC ALBANY, INC.		07/13/2015	CORPORATION: DELAWARE
TECH VALLEY HOLDINGS, LLC		07/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
SEGNET TECHNOLOGIES, INC.		07/13/2015	CORPORATION: DELAWARE
SEGTEL, INC.		07/13/2015	CORPORATION: NEW HAMPSHIRE

RECEIVING PARTY DATA

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent
Street Address:	201 Merritt Street
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	86019926	FIRSTLIGHT
Serial Number:	77557174	ALBANY FREENET
Serial Number:	77755463	ALBANY FREENET
Serial Number:	77843146	TELJET
Registration Number:	4432747	WINK HIGH SPEED INTERNET
Serial Number:	86041342	FIRSTLIGHT
Serial Number:	86019944	
Serial Number:	78608645	FIRSTLIGHT

CORRESPONDENCE DATA

Fax Number: 4045725100

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: 404-572-3431

Email: cfraser@kslaw.com

CH \$215.00 86019926

Correspondent Name: Carol Fraser, Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER: TECH VALLEY-09636.015094

NAME OF SUBMITTER: Carol Fraser

SIGNATURE: //Carol Fraser//

DATE SIGNED: 07/17/2015

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 13, 2015, 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 Amended and Restated Credit Agreement, dated as of July 13, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the TVC Albany, Inc., a Delaware corporation, 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 an Amended and Restated Guaranty and Security Agreement, dated as of July 13, 2015, 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:

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

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;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) 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.

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.

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 Trademarks and IP Licenses subject to a security interest hereunder.

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.

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: Bruce Skellie

Title: Vice President of Finance

TECH VALLEY HOLDINGS, LLC

as Grantor

By: _____

Name: Bruce Skellie

Title: Vice President of Finance

SEGNET TECHNOLOGIES, INC.

as Grantor

By: _____

Name: Bruce Skellie

Title: Vice President of Finance

SEGTEL, INC.

as Grantor

By: _____

Name: Bruce Skellie

Title: Vice President of Finance

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: *Brian Jack*
Name: *Brian Jack*
Title: *Duly Authorized Signatory*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005579 FRAME: 0607

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

OWNER	TRADEMARK	REGISTRATION NO	SERIAL NO
TVC Albany, Inc.	Firstlight	4546624	86019926
TVC Albany, Inc.	ALBANY FREENET	3700873	77557174
TVC Albany, Inc.	ALBANY FREENET	3798556	77755463
TVC Albany, Inc.	TELJET	3875665	77843146
TVC Albany, Inc. dba Tech Valley Communications	WINK HIGH SPEED INTERNET	4432747	ITU application no. 77901905
TVC Albany, Inc.	FIRSTLIGHT	4728408	86041342
TVC Albany, Inc.	Design on	4546625	86019944
TVC Albany, Inc.	FIRSTLIGHT	3269508	78608645