

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM351236

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FIBERTECH NETWORKS, LLC		08/12/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
<b>Street Address:</b>	1585 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3810317	FIBERTECH NETWORKS	
<b>Registration Number:</b>	4579947	CUSTOMER DRIVEN. TO THE LAST MILE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6502515002		
<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>Phone:</b>	6502515094		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Linda Nyberg		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1743		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	08/12/2015		
<b>Total Attachments: 4</b>			
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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of August 12, 2015, by FIBERTECH NETWORKS, LLC, a Delaware limited liability company, located at 300 Meridian Centre Blvd, Rochester, NY 14618 (“**Grantor**”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., a Delaware corporation, located at 1585 Broadway, New York, NY 10036, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “**Administrative Agent**”).

### W I T N E S S E T H:

WHEREAS, the Grantor is party to a Second Lien Credit Agreement dated as of April 11, 2013 (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among LTS Intermediate Holdings C LLC, LTS Buyer LLC, the other guarantors from time to time party thereto, the Administrative Agent, and each lender from time to time party thereto;

WHEREAS, in connection with the Credit Agreement, the Grantor entered into a Second Lien Security Agreement dated as of April 11, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered and applied for Trademarks of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first written above.

FIBERTECH NETWORKS, LLC,  
as Grantor

by:   
Name: Robert J. Shanahan  
Title: Chief Executive Officer and President

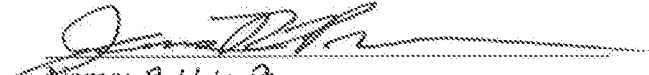
*[Signature Page to Second Lien Trademark Security Agreement—Fibertech Networks, LLC]*

**TRADEMARK**  
**REEL: 005598 FRAME: 0723**

Acknowledged by:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Administrative Agent

by:

  
Name: Robbie Pearson  
Title: Authorized Signatory

**Schedule I**  
**Trademark Registrations and Applications**

Registrations:

	<b>Trademark</b>	<b>Reg. #</b>	<b>App. #</b>
1	FIBERTECH NETWORKS	3,810,317	77865894
2	CUSTOMER DRIVEN. TO THE LAST MILE.	4,579,947	86162227

Applications:

None.