

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353779

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
OXFORD COUNTY TELEPHONE AND TELEGRAPH COMPANY		08/31/2015	CORPORATION:
FREEDOM RING COMMUNICATIONS LIMITED LIABILITY COMPANY		08/31/2015	LIMITED LIABILITY COMPANY:
UNEX, INC.		08/31/2015	CORPORATION:

RECEIVING PARTY DATA

Name:	Brightwood Loan Services LLC, as Agent for the Lenders
Street Address:	810 Seventh Avenue
Internal Address:	26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3012047	OPTIONS
Registration Number:	2943875	A LOCAL COMPANY, A WORLD OF OPTIONS
Registration Number:	4754184	OXFORD NETWORKS
Registration Number:	4754185	OXFORD NETWORKS
Registration Number:	4754186	N OXFORD NETWORKS
Registration Number:	4754187	N OXFORD NETWORKS
Registration Number:	2910945	TOTAL T
Registration Number:	2289477	BAYRING COMMUNICATIONS
Registration Number:	3287358	WORLDPATH
Registration Number:	4751127	TOTALIP

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2122942684
Email: trademarkny@winston.com
Correspondent Name: Jonathan Sprintz
Address Line 1: 200 Park Avenue
Address Line 2: Winston & Strawn LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	86229/11
NAME OF SUBMITTER:	Jonathan Sprintz
SIGNATURE:	/Jonathan Sprintz by tmnewyork/
DATE SIGNED:	09/02/2015

Total Attachments: 8

source=Oxford - Intellectual Property Security Agreement (EXECUTED)#page1.tif
source=Oxford - Intellectual Property Security Agreement (EXECUTED)#page2.tif
source=Oxford - Intellectual Property Security Agreement (EXECUTED)#page3.tif
source=Oxford - Intellectual Property Security Agreement (EXECUTED)#page4.tif
source=Oxford - Intellectual Property Security Agreement (EXECUTED)#page5.tif
source=Oxford - Intellectual Property Security Agreement (EXECUTED)#page6.tif
source=Oxford - Intellectual Property Security Agreement (EXECUTED)#page7.tif
source=Oxford - Intellectual Property Security Agreement (EXECUTED)#page8.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 31, 2015, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Brightwood Loan Services LLC, as administrative agent (in such capacity, together with its successors and permitted assigns, “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 August 31, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Oxford County Telephone and Telegraph Company, as the Borrower Representative and a Borrower, the other Borrowers and Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Brightwood Loan Services LLC, 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 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 each Credit Party (other than such Grantor); 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 Intellectual Property 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 Borrowers 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 Intellectual Property. 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 “Intellectual Property Collateral”):

(a) all of its Patents, Copyrights, and Trademarks, including, without limitation, those referred to on Schedule 1, Schedule 2 or Schedule 3 hereto;

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

(d) all reissues, reexaminations, continuations, continuations in part, divisionals, renewals and extensions of any of the foregoing.

(e) 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; and

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property 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 Intellectual Property 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 any Intellectual Property subject to a security interest hereunder.

Section 5. Counterparts. This Intellectual Property 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 INTELLECTUAL PROPERTY 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 Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OXFORD COUNTY TELEPHONE AND
TELEGRAPH COMPANY,**

as Grantor

By: Richard A. Clark

Name: Richard A. Clark

Title: Executive Vice President & Chief Financial
Officer

**FREEDOM RING COMMUNICATIONS
LIMITED LIABILITY COMPANY,**

as Grantor

By: Richard A. Clark

Name: Richard A. Clark

Title: Executive Vice President & Chief Financial
Officer

UNEX, INC.,

as Grantor

By: Richard A. Clark

Name: Richard A. Clark

Title: Executive Vice President & Chief Financial
Officer:

ACCEPTED AND AGREED
as of the date first above written:

BRIGHTWOOD LOAN SERVICES LLC,
as Agent

By: 
Name: Damien Dwin
Title: Authorized Person

By: 
Name: Tracie Ahern
Title: Chief Operating Officer and
Chief Financial Officer

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations

1. REGISTERED PATENTS

None.

2. PATENT APPLICATIONS

None.

SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Registrations

Grantor	Copyright	Application No.	Country	Issue or Filing Date
Oxford County Telephone and Telegraph Company	[Buckfield, Me. ... et al., December 1982]	TX0001038066*	U.S.	1983-01-20
Oxford County Telephone and Telegraph Company	Oxford County, Me., December 1986.	TX0002015968	U.S.	1987-02-17
Oxford County Telephone and Telegraph Company	Oxford County, Me., January 1991.	TX0003152412*	U.S.	1991-06-06
Oxford County Telephone and Telegraph Company	Oxford County, Me., January 1992.	TX0003328097*	U.S.	1992-06-15
Oxford County Telephone and Telegraph Company	Oxford County, ME, telephone directory, January 1993.	TX0003937561*	U.S.	1994-10-17
Oxford County Telephone and Telegraph Company	Oxford County, ME, telephone directory, January 1993.	TX0003739837*	U.S.	1994-02-07
Oxford County Telephone and Telegraph Company	Oxford County, Me., December 1983.	TX0001296107*	U.S.	1984-03-02
Oxford County Telephone and Telegraph Company	Oxford County, Me., December 1984.	TX0001504102*	U.S.	1985-02-01
Oxford County Telephone and Telegraph Company	Oxford County, Me., December 1985.	TX0001787570	U.S.	1986-03-26

*Based on the U.S. Copyright Office registration information, this legacy copyright registration appears to be jointly owned by (1) Oxford County Telephone & Telegraph Company and (2) Bryant Pond Telephone Company.

NY:1749110.3

TRADEMARK
REEL: 005615 FRAME: 0547

SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Mark (Tradename)	Application No.	Country	Issue or Filing Date
Oxford County Telephone and Telegraph Company	OPTIONS	3012047	U.S.	11/1/05
Oxford County Telephone and Telegraph Company	A LOCAL COMPANY, A WORLD OF OPTIONS	2943875	U.S.	2/1/05
Oxford County Telephone and Telegraph Company	OXFORD NETWORKS	4754184	U.S.	11/21/13
Oxford County Telephone and Telegraph Company	OXFORD NETWORKS	4754185	U.S.	11/21/13
Oxford County Telephone and Telegraph Company	OXFORD NETWORKS	4754186	U.S.	11/21/13
Oxford County Telephone and Telegraph Company	OXFORD NETWORKS	4754187	U.S.	11/21/13
Freedom Ring Communications Limited Liability Company	TOTAL T	2,910,945	U.S.	12/14/2004

Grantor	Mark (Tradename)	Application No.	Country	Issue or Filing Date
Freedom Ring Communications Limited Liability Company	BAYRING COMMUNICATIONS	2,289,477	U.S.	10/26/1999
Unex, Inc.	WORLDPATH	3,287,358	U.S.	09/04/2007
Freedom Ring Communications Limited Liability Company	TOTALIP	4,751,127	U.S.	06/9/2015

2. TRADEMARK APPLICATIONS

None.