

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM373710

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRC Communications LLC		02/17/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance, LLC		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77271237	RELIABLENETWORKS UP TIME. ALL THE TIME.	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1591		
NAME OF SUBMITTER:	Scott Kareff (014951-1591)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	02/18/2016		
Total Attachments: 6			
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ASSIGNMENT OF SECURITY INTEREST - - TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of February 17, 2016, by CRC Communications LLC ("Assignor"), in favor of Cerberus Business Finance, LLC, in its capacity as collateral agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, "Assignee").

WHEREAS, the Assignor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Pledge and Security Agreement, dated February 17, 2016 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor the Assignee; and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

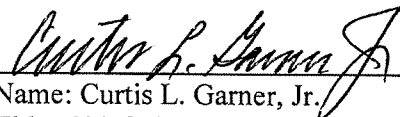
The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement shall be construed under and governed by the laws of the State of New York, and 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Assignor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of February 17, 2016.

CRC COMMUNICATIONS LLC

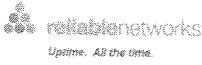

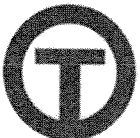


By: 
Name: Curtis L. Garner, Jr.
Title: Chief Financial Officer and Secretary

ASSIGNMENT FOR SECURITY - TRADEMARK (CRC)

TRADEMARK
REEL: 005735 FRAME: 0350

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademarks Registrations, Trademark Applications and Trade Names
Owned by CRC Communications LLC
(See Attached)

<u>Trademark/ Service Mark/ Tradename</u>	<u>Application Filing / Registration Date</u>	<u>Reg. No.</u>	<u>Appl. Serial No.</u>	<u>Expires</u>
	10/28/2008	U.S. Reg. No. 3523297	Appl. Serial No. 77271237	10/28/2018
OTT Communications – d/b/a for State of NH	03/31/10	Business ID# 628602		N/A
New Hampshire: 	4/15/2010	TM # 5140	N/A	4/15/20
Maine: 	4/14/2010	File No. 20100210 M	N/A	4/13/20
OTT Communications – d/b/a for ME	4/9/10	File No. 20000926 F	N/A	N/A
CRC Communications LLC d/b/a Reliable Networks, A Division of OTT Communications	ME – 3/13/2014 NH - 6/23/2014	ME – File No. 20120388FC NH Business ID – 710584	N/A	ME - None NH – 6/23/2019
	ME – 7/14/2014 NH – 7/7/2014 MA – 6/23/2014	ME – 20150018 M. NH – TM# 6039 MA - 79325	N/A	ME – 7/13/2024 NH – 7/7/2024 MA – 6/23/2019
"Uptime. All The Time.™"	ME – 7/14/2014 NH – 7/7/2014 MA – 6/23/2014	ME – File No. 20150017 M NH – TM # 6040 MA - 79324	N/A	ME – 7/13/2024 NH – 7/7/2024 MA – 6/23/2019
	ME – 7/28/2014, NH – 7/28/2014 MA – 7/11/2014	ME – File No.20150023 M NH – TM #6048 MA - 79435	N/A	ME– 7/27/2024 NH – 7/28/2024 MA – 7/11/2019

"Better, Faster, and For Less."®	ME – 7/28/2014 NH – 7/28/2014 MA – 7/11/2014	Maine – File No. 20150022 M NH – TM # 6049 MA - 79434	N/A	ME – 7/27/2024 NH – 7/28/2024 MA – 7/11/2019
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