

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM385725

|   |   |                       |                                     |
|---|---|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                              |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                           |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                             | <b>Execution Date</b> | <b>Entity Type</b>                  |
| ITC Service Group Acquisition LLC   |   | 05/26/2016            | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                                     |
| <b>Name:</b>  | Wilmington Trust, National Association      |                       |                                     |
| <b>Street Address:</b>  | 1100 North Market Street                    |                       |                                     |
| <b>City:</b>  | Wilmington                                  |                       |                                     |
| <b>State/Country:</b>   | DELAWARE                                    |                       |                                     |
| <b>Postal Code:</b>   | 19890                                       |                       |                                     |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                               | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 4269652                                     | WE KNOW BROADBAND     |                                     |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                                     |
| <b>Fax Number:</b>  | 2123037064                                  |                       |                                     |
| <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>   | 212.318.6824                                |                       |                                     |
| <b>Email:</b>   | christinedionne@paulhastings.com            |                       |                                     |
| <b>Correspondent Name:</b>  | Christine Dionne c/o Paul Hastings LLP      |                       |                                     |
| <b>Address Line 1:</b>  | 200 Park Avenue                             |                       |                                     |
| <b>Address Line 2:</b>  | 28th Floor                                  |                       |                                     |
| <b>Address Line 4:</b>  | New York, NEW YORK 10166                    |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 94377.00011                                 |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | Christine Dionne                            |                       |                                     |
| <b>SIGNATURE:</b>   | /Christine Dionne/                          |                       |                                     |
| <b>DATE SIGNED:</b>   | 05/26/2016                                  |                       |                                     |
| <b>Total Attachments: 5</b>   |   |                       |                                     |
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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of May 26, 2016, by ITC SERVICE GROUP ACQUISITION LLC, a Delaware limited liability company (the “Grantor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, in its capacity as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “Agent”).

**WITNESSETH:**

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of May 26, 2016, by and among the Grantor, the Guarantors party thereto, Credit Suisse Park View BDC, Inc., as Arranger Agent, joint Lead Arranger and as a Lender, QS Capital Strategies, L.P., as joint Lead Arranger and as a Lender, the other Lenders from time to time party thereto and the Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Credit Agreement”), the Lenders have agreed to make the Loans and to incur Letter of Credit obligations for the benefit of the Grantor and the other Loan Parties;

WHEREAS, the Lenders are willing to make the Loans and to incur Letter of Credit obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor and the other Loan Parties shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Security and Pledge Agreement, dated as of May 26, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to Agent, for the ratable benefit of Agent and the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS.

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all of such Grantor’s right, title and interest in, to and under all Trademarks and all Trademark Licenses to which it is a party, including those referred to on Schedule I hereto (collectively, the “Trademark Collateral”). Notwithstanding the foregoing, this Trademark Security Agreement shall not constitute a grant of a security interest in any intent-to-use trademark application prior to the filing and acceptance of a verified statement of use or amendment to allege use with respect thereto with the U.S. Patent and Trademark Office.

3. SECURITY AGREEMENT.

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of Agent and the Secured Parties,

pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. GOVERNING LAW.

The validity, interpretation and enforcement of this Trademark Security Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

5. COUNTERPARTS.

This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile, e-mail or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Trademark Security Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the 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.

**ITC SERVICE GROUP ACQUISITION LLC,**  
a Delaware limited liability company

By: **ITC Service Group Intermediary LLC,**  
its Sole Member

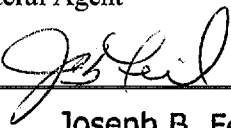
By:   
Name: Michael Alexander  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005801 FRAME: 0124**

ACCEPTED AND ACKNOWLEDGED BY:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Collateral Agent

By:   
Name: **Joseph B. Feil**  
Title: **Vice President**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

| <u>Owner</u>                      | <u>Mark</u>       | <u>Filing Date</u> | <u>Registration No.</u> | <u>Registration Date</u> | <u>Jurisdiction</u>      |
|-----------------------------------|-------------------|--------------------|-------------------------|--------------------------|--------------------------|
| ITC Service Group Acquisition LLC | We Know Broadband | 1/20/2012          | 4269652                 | 1/1/2013                 | United States of America |