

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM389229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Intellectual Property Security		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Logix Communications, LP	FORMERLY Western Communications, Inc.	06/24/2016	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services, LLC		
Street Address:	810 Seventh Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2206676	LOGIX COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Anna Smith, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Anna Smith		
SIGNATURE:	/Anna Smith/		
DATE SIGNED:	06/24/2016		
Total Attachments: 7			
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NOTICE OF INTELLECTUAL PROPERTY SECURITY

THIS NOTICE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 24, 2016 (this "Notice"), is made by the entity listed on the signature page hereof (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 24, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among LOGIX Acquisition Company, LLC, the other persons party thereto that are designated as Credit Parties, Brightwood Loan Services LLC, in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, "Agent") and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower and the Secured Swap Providers have agreed to provide the Secured Rate Contracts upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as 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 the Grantor); and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Notice.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the 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. Pursuant to the Guaranty and Security Agreement, the 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 the Grantor, granted a security interest to Agent for the benefit of the Secured Parties, and a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the 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;

(b) all of its Internet Domain Names, Technology and IP Licenses; and

(c) all income, royalties and proceeds 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 or violation thereof.

provided that in no event, shall a security interest be granted over Excluded Assets.

Section 3. Guaranty and Security Agreement. The Grantor and Agent hereby acknowledge and agree that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby and the security interest granted in the Intellectual Property Collateral are more fully set forth in the Guaranty and Security Agreement, the terms of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

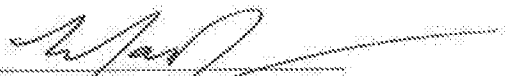
NOTHING CONTAINED IN THIS SECTION 6 SHALL AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE REQUIREMENTS OF LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY CREDIT PARTY IN ANY OTHER JURISDICTION.

[Signature pages follow]

IN WITNESS WHEREOF, the 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.

LOGIX COMMUNICATIONS, LP
as Grantor

By: LOGIX GP, LLC, its general partner


By: 

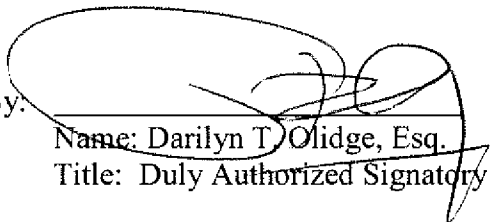
Name: Mark Johnson

Title: President, Treasurer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

BRIGHTWOOD LOAN SERVICES LLC,
as Agent

By: 
Name: Damien Dwin
Title: Duly Authorized Signatory

By: 
Name: Darilyn T. Oridge, Esq.
Title: Duly Authorized Signatory

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

None.

SCHEDULE 2
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.

SCHEDULE 3
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Logix Communications, LP	2206676	Logix Communications

Applications:

None.