

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM397799

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TVC Albany, Inc.		09/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC, as Administrative Agent		
Street Address:	TD North Tower 25th Floor, 77 King Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4546624	FIRSTLIGHT	
Registration Number:	3798556	ALBANY FREENET	
Registration Number:	3700873	ALBANY FREENET	
Registration Number:	3875665	TELJET	
Registration Number:	4432747	WINK HIGH SPEED INTERNET	
Registration Number:	4728408	FIRSTLIGHT	
Registration Number:	4546625		
Registration Number:	3269508	FIRSTLIGHT	
Serial Number:	86811727	HARNESS THE POWER OF LIGHT...WITH FIRSTL	
CORRESPONDENCE DATA			
Fax Number:	4045818330		
<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:	404-581-8275		
Email:	srbrown@jonesday.com		
Correspondent Name:	Sidney R. Brown, Jones Day		
Address Line 1:	1420 Peachtree Street, N.E.		
Address Line 2:	Suite 800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Sidney R. Brown		

OP \$240.00 4546624

SIGNATURE:	/Sidney R. Brown/
DATE SIGNED:	09/08/2016
Total Attachments: 5 source=FirstLight - Trademark Security Agreement#page1.tif source=FirstLight - Trademark Security Agreement#page2.tif source=FirstLight - Trademark Security Agreement#page3.tif source=FirstLight - Trademark Security Agreement#page4.tif source=FirstLight - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), is entered into as of September 7, 2016, by and between TVC ALBANY, INC., a Delaware corporation (the "Grantor"), and TORONTO DOMINION (TEXAS) LLC (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Loan Agreement dated as of September 7, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantor, OHCP Northeastern Fiber Buyer Intermediate, Inc., a Delaware corporation, the Lenders party thereto and the Administrative Agent.

RECITALS:

A The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Borrower Security Agreement dated as of September 7, 2016 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter created, acquired or reacquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

(2) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark

Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests 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. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first written above.

GRANTOR:

TVC ALBANY, INC.)


By: 

Name: Kurt Van Wagenen

Title: Chief Executive Officer & Secretary

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS) LLC

By:  _____

Name: ALICE MARE

Title: AUTHORIZED SIGNATORY

Schedule 1

to

Trademark Security Agreement

U.S. TRADEMARKS

Registration Number	Serial No.	Title	Current Applicants / Registered Owners
US 4546624	86019926	FIRSTLIGHT (STYLIZED/DESIGN- lime green)	TVC Albany, Inc.
US 3798556	77755463	ALBANY FREENET	TVC Albany, Inc.
US 3700873	77557174	ALBANY FREENET	TVC Albany, Inc.
US 3875665	77843146	TELJET	TVC Albany, Inc.
US 4432747	77901905	WINK HIGH SPEED INTERNET	TVC Albany, Inc. d/b/a Tech Valley Communications
US 4728408	86041342	FIRSTLIGHT (STYLIZED/DESIGN- lime green and navy blue)	TVC Albany, Inc.
US 4546625	86019944	Miscellaneous Design, lime green swish	TVC Albany, Inc.
US 3269508	78608645	FIRSTLIGHT	TVC Albany, Inc.
US Pending	86811727	Harness the Power of Light... with FirstLight	TVC Albany, Inc.