

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410040

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TVC ALBANY, INC.		12/22/2016	Corporation: DELAWARE
OXFORD NETWORKS HOLDINGS, INC.		12/22/2016	Corporation: DELAWARE
BAYRING COMMUNICATIONS, INC.		12/22/2016	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC, as Administrative Agent		
Street Address:	1345 AVENUE OF THE AMERICAS		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Serial Number:	86019926	FIRSTLIGHT	
Serial Number:	77755463	ALBANY FREENET	
Serial Number:	77557174	ALBANY FREENET	
Serial Number:	77843146	TELJET	
Serial Number:	77901905	WINK HIGH SPEED INTERNET	
Serial Number:	86041342	FIRSTLIGHT	
Serial Number:	86019944		
Serial Number:	78608645	FIRSTLIGHT	
Serial Number:	86811727	HARNESS THE POWER OF LIGHT...WITH FIRSTL	
Serial Number:	86125027	OXFORD NETWORKS	
Serial Number:	86125044	OXFORD NETWORKS	
Serial Number:	86125051	N OXFORD NETWORKS	
Serial Number:	86125054	N OXFORD NETWORKS	
Serial Number:	78326799	TOTAL T	
Serial Number:	75402935	BAYRING COMMUNICATIONS	
Serial Number:	76669755	WORLDPATH	

OP \$440.00 86019926

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86392319	TOTALIP

CORRESPONDENCE DATA

Fax Number: 2139696305

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.

Phone: 2136836305

Email: williamwolff@paulhastings.com

Correspondent Name: William Wolff c/o Paul Hastings

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	92225.00050
NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/William Wolff/
DATE SIGNED:	12/22/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), is entered into as of December 22, 2016, by and among TVC ALBANY, INC., a Delaware corporation, OXFORD NETWORKS HOLDINGS, INC., a Delaware corporation, and BAYRING COMMUNICATIONS, INC., a New Hampshire corporation, (collectively, the "Grantors"), and AB PRIVATE CREDIT INVESTORS LLC (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Second Lien Loan Agreement dated as of December 22, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantors, OHCP Northeastern Fiber Buyer, Inc., a Delaware corporation, the Lenders party thereto and the Administrative Agent.

R E C I T A L S:

A The Grantors and the Administrative Agent on behalf of the Secured Parties have entered into that certain Borrower Security Agreement dated as of December 22, 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 Grantors have granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantors, including, without limitation, all of the Grantors' 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 Grantors' 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 Grantors hereby grant to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantors' 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 Grantors 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.

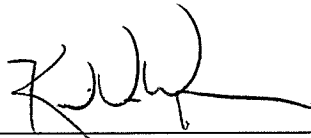
The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions 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 parties hereto have executed this Agreement or caused it to be executed by their duly authorized officers, all as of the day and year first above written.

GRANTORS:

TVC ALBANY, INC.,
a Delaware corporation

By: 
Name: Kurt Van Wagenen
Title: Chief Executive Officer & Secretary

OXFORD NETWORKS HOLDINGS, INC.,
a Delaware corporation

By: _____
Name: Richard Clark
Title: Executive Vice President & Chief Financial
Officer, Treasurer & Assistant Secretary

BAYRING COMMUNICATIONS, INC.,
a New Hampshire corporation

By: _____
Name: Richard Clark
Title: Executive Vice President & Chief Financial
Officer, Treasurer & Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed by their duly authorized officers, all as of the day and year first above written.

GRANTORS:

TVC ALBANY, INC.,
a Delaware corporation

By: _____
Name: Kurt Van Wagenen
Title: Chief Executive Officer & Secretary

OXFORD NETWORKS HOLDINGS, INC.,
a Delaware corporation

By: Richard A. Clark
Name: Richard Clark
Title: Executive Vice President & Chief Financial
Officer, Treasurer & Assistant Secretary

BAYRING COMMUNICATIONS, INC.,
a New Hampshire corporation


By: Richard A. Clark
Name: Richard Clark
Title: Executive Vice President & Chief Financial
Officer, Treasurer & Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005950 FRAME: 0488

ADMINISTRATIVE AGENT:



AB PRIVATE CREDIT INVESTORS LLC,
as Administrative Agent

By: 
Name: Kevin Alexander
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005950 FRAME: 0489

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 4988406	86811727	Harness the Power of Light... with FirstLight	TVC Albany, Inc.
US 4,754,184	86125027	OXFORD NETWORKS	Oxford Networks Holdings, Inc.
US 4,754,185	86125044	OXFORD NETWORKS	Oxford Networks Holdings, Inc.
US 4,754,186	86125051		Oxford Networks Holdings, Inc.
US 4,754,187	86125054		Oxford Networks Holdings, Inc.
US 2,910,945	78326799	TOTAL T	BAYRING COMMUNICATIONS, INC.
US 2,289,477	75402935	BAYRING COMMUNICATIONS	BAYRING COMMUNICATIONS, INC.

[FIRSTLIGHT - TRADEMARK SECURITY AGREEMENT]

Registration Number	Serial No.	Title	Current Applicants / Registered Owners
US 3,287,358	76669755	WORLDPATH	BAYRING COMMUNICATIONS, INC.
US 4,751,127	86392319	TOTALIP	BAYRING COMMUNICATIONS, INC.

[FIRSTLIGHT - TRADEMARK SECURITY AGREEMENT]