

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM411179

<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>
Bayring Communications, Inc.		12/22/2016	Corporation: NEW HAMPSHIRE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Toronto Dominion (Texas) LLC, as Administrative Agent		
<b>Street Address:</b>	TD North Tower, 25th Floor, 77 King St. West		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2910945	TOTAL T	
<b>Registration Number:</b>	2289477	BAYRING COMMUNICATIONS	
<b>Registration Number:</b>	3287358	WORLDPATH	
<b>Registration Number:</b>	4751127	TOTALIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	404-581-8275		
<b>Email:</b>	srbrown@jonesday.com		
<b>Correspondent Name:</b>	Sidney R. Brown, Jones Day		
<b>Address Line 1:</b>	1420 Peachtree Street, NE		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309		
<b>NAME OF SUBMITTER:</b>	Sidney R. Brown		
<b>SIGNATURE:</b>	/Sidney R. Brown/		
<b>DATE SIGNED:</b>	01/05/2017		
<b>Total Attachments: 5</b>			
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), is entered into as of December 22, 2016, by and between BAYRING COMMUNICATIONS, INC., a New Hampshire 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 TVC Albany Inc., a Delaware corporation (the "Borrower"), the Parent (as defined in the Loan Agreement), the Lenders party thereto and the Administrative Agent.

**RECITALS:**

A Pursuant to Section 5.12 of the Loan Agreement, certain subsidiaries of the Borrower are required to enter into security documents upon the occurrence of certain specified events therein. The Grantor has executed and delivered that certain Subsidiary Security Agreement Supplement dated as of the date hereof to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement Supplement") in accordance with the requirements of the Loan Agreement to become a party to the Security Agreement (as defined below). Certain Subsidiaries of the Borrower (the "Subsidiary Guarantors") and the Administrative Agent on behalf of the Secured Parties have entered into that certain Subsidiary Security Agreement dated as of September 7, 2016 (as the same may be amended, restated, modified, or supplemented from time to time, as supplemented by the Security Agreement Supplement, 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:

**BAYRING COMMUNICATIONS, INC.**

By: 

Name: Richard Clark

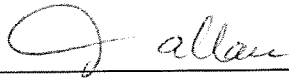
Title: Executive Vice President & Chief  
Financial Officer, Treasurer &  
Secretary

[FIRSTLIGHT – TRADEMARK SECURITY AGREEMENT (BAYRING)]

**TRADEMARK**  
**REEL: 005958 FRAME: 0308**

ADMINISTRATIVE AGENT:

**TORONTO DOMINION (TEXAS) LLC**

By:   
Name: WALLACE WONG  
Title: AUTHORIZED SIGNATORY

[FIRSTLIGHT – TRADEMARK SECURITY AGREEMENT (BAYRING)]

**TRADEMARK**  
**REEL: 005958 FRAME: 0309**

**Schedule 1**

to

**Trademark Security Agreement**

**U.S. TRADEMARKS**

<b>Registration Number</b>	<b>Serial No.</b>	<b>Title</b>	<b>Current Applicants / Registered Owners</b>
US 2,910,945	78326799	TOTAL T	BAYRING COMMUNICATIONS, INC.
US 2,289,477	75402935	BAYRING COMMUNICATIONS	BAYRING COMMUNICATIONS, INC.
US 3,287,358	76669755	WORLDPATH	BAYRING COMMUNICATIONS, INC.
US 4,751,127	86392319	TOTALIP	BAYRING COMMUNICATIONS, INC.