

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412798

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
BAYRING COMMUNICATIONS, INC.		12/22/2016	Corporation: NEW HAMPSHIRE
OXFORD COUNTY TELEPHONE AND TELEGRAPH COMPANY		12/22/2016	Corporation: MAINE

RECEIVING PARTY DATA

Name:	AB Private Credit Investors LLC, as Collateral Agent
Street Address:	1345 AVENUE OF THE AMERICAS
City:	New York
State/Country:	NEW YORK
Postal Code:	10105
Entity Type:	Limited Liability Company: 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

OP \$440.00 86019926

Property Type	Number	Word Mark
Serial Number:	76669755	WORLDPATH
Serial Number:	86392319	TOTALIP

CORRESPONDENCE DATA

Fax Number: 2139963305

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: 213-6836305

Email: williamwolff@paulhastings.com

Correspondent Name: William Wolff c/o Paul Hastings LLP

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

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	William Wolff
SIGNATURE:	/William Wolff/
DATE SIGNED:	01/18/2017

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 COUNTY TELEPHONE AND TELEGRAPH COMPANY, a Maine 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.

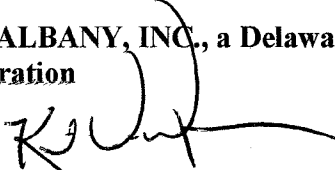
The Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions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

GRANTORS:

TVC ALBANY, INC., a Delaware corporation

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

OXFORD COUNTY TELEPHONE AND TELEGRAPH COMPANY, a Maine corporation

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

BAYRING COMMUNICATIONS, INC., a New Hampshire corporation

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

[FIRSTLIGHT - TRADEMARK SECURITY AGREEMENT]

TRADEMARK

REEL: 005969 FRAME: 0785

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

GRANTORS:

TVC ALBANY, INC., a Delaware corporation

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

OXFORD COUNTY TELEPHONE AND TELEGRAPH COMPANY, a Maine corporation

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

BAYRING COMMUNICATIONS, INC., a New Hampshire corporation


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

[FIRSTLIGHT - TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
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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: 005969 FRAME: 0787

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 County Telephone and Telegraph Company
US 4,754,185	86125044	OXFORD NETWORKS	Oxford County Telephone and Telegraph Company
US 4,754,186	86125051		Oxford County Telephone and Telegraph Company
US 4,754,187	86125054		Oxford County Telephone and Telegraph Company
US 2,910,945	78326799	TOTAL T	BAYRING COMMUNICATIONS, INC.

Registration Number	Serial No.	Title	Current Applicants / Registered Owners
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.