

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUNTRUST BANK		02/01/2017	BANKING CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	GRANDE COMMUNICATIONS NETWORKS LLC		
Street Address:	650 College Road East, Suite 3100		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3755303	CHEETAH	
Registration Number:	2930827	G	
Registration Number:	2632755	G GRANDE COMMUNICATIONS	
Registration Number:	2782267	G GRANDE COMMUNICATIONS	
Registration Number:	2779978	G GRANDE COMMUNICATIONS FOR YOU, THE WOR	
Registration Number:	2782266	G GRANDE COMMUNICATIONS VISUAL VOICE VEL	
Registration Number:	3917386	GFORCE	
Registration Number:	2514442	GRANDE COMMUNICATIONS	
Registration Number:	3481649	GRANDEVISION	
Registration Number:	3273072	TEXAS TRIPLE PLAY	
Registration Number:	4095695	GRANDE COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<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:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	KIRKLAND & ELLIS LLP		
Address Line 1:	Attn: HAYLEY SMITH		

CH \$290.00 3755303

Address Line 2: 601 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 35173-339

NAME OF SUBMITTER: Hayley Smith

SIGNATURE: //Hayley Smith//

DATE SIGNED: 02/01/2017

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of February 1, 2017, is made by SUNTRUST BANK, as Collateral Agent for the Secured Parties (in such capacity, "Collateral Agent"), in favor of GRANDE COMMUNICATIONS NETWORKS LLC, a Delaware limited liability company ("Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement (as hereinafter defined).

1.

Reference is made to a certain Credit Agreement, dated as of May 31, 2013, entered into by Grantor, Grande Parent LLC, a Delaware limited liability company ("Holdings"), each lender from time to time party thereto and SunTrust Bank, as Collateral Agent and as Administrative Agent for the lenders (as amended restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"). In connection with the Credit Agreement, Grantor, Holdings and certain of Grantor's Restricted Subsidiaries entered into that certain Guaranty and Security Agreement, dated as of May 31, 2013, in favor of Collateral Agent for the benefit of the Secured Parties (as amended restated, amended and restated, supplemented, or otherwise modified from time to time, the "Security Agreement").

2.

In connection with the Security Agreement, Grantor and Collateral Agent entered into a certain Trademark Security Agreement, dated as of May 31, 2013, and recorded in the United States Patent and Trademark Office on May 31, 2013 at Reel 5038, Frame 0602 (the "Trademark Security Agreement"), whereby Grantor granted to Collateral Agent a security interest in the trademarks and the federal applications therefor and resulting registrations thereof identified on Schedule A hereto and incorporated herein by reference, including the goodwill associated therewith (the "Marks"). Collateral Agent now desires to terminate and release the entirety of its security interest in the Marks.

3.

Collateral Agent, without representation, warranty or recourse of any sort, hereby absolutely, unconditionally and irrevocably terminates the Trademark Security Agreement and terminates, cancels, releases and discharges, in its entirety, for the benefit of Grantor and its successors and assigns, any and all of Collateral Agent's liens and security interest in the Marks granted under the Trademark Security Agreement. Any right, title or interest of Collateral Agent in such Marks shall hereby cease and become void and Collateral Agent hereby releases any and all liens and security interest it has against the Marks to Grantor.

4.

Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary and requested by Grantor

and to cooperate and assist Grantor and its successors, assigns or other legal representatives to effect the release of the liens and security interest in the Marks, at Grantor's expense.

5.

Collateral Agent authorizes and requests that the United States Patent and Trademark Office record this Release.

6.

THIS RELEASE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

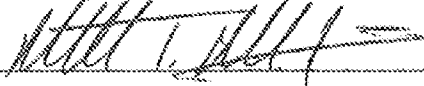
7.

As used in this Release, the word "including" is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation." Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a mutually signed counterpart of this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, Collateral Agent has caused this document to be executed on its behalf as of the first date above.






SUNTRUST BANK,
as Collateral Agent for the Secured Parties


By: 
Name: Marshall T. Mangum, III
Title: Director

Address: 3333 Peachtree Road NE,
Atlanta, Georgia 30326

Schedule A

U.S. Trademark Registrations

Grantor	Mark	Jurisdiction	App. No./ Reg. No.	Filing Date / Registration Date
Grande Communications Networks LLC	CHEETAH	U.S. Federal	3755303	3/2/10
Grande Communications Networks LLC	G (Stylized) 	U.S. Federal	2930827	3/8/05
Grande Communications Networks LLC	G GRANDE COMMUNICATIONS 	U.S. Federal	2632755	10/8/02
Grande Communications Networks LLC	G GRANDE COMMUNICATIONS 	U.S. Federal	2782267	11/11/03
Grande Communications Networks LLC	G GRANDE COMMUNICATIONS FOR YOU, THE WORLD and Design 	U.S. Federal	2779978	11/4/03
Grande Communications Networks LLC	G GRANDE COMMUNICATIONS VISUAL VOICE VELOCITY and Design 	U.S. Federal	2782266	11/11/03
Grande Communications Networks LLC	GFORCE	U.S. Federal	3917386	2/8/11
Grande Communications Networks LLC	GRANDE COMMUNICATIONS	U.S. Federal	2514442	12/4/01

Grantor	Mark	Jurisdiction	App. No./ Reg. No.	Filing Date / Registration Date
Grande Communications Networks LLC	GRANDEVISION	U.S. Federal	3481649	8/5/08
Grande Communications Networks LLC	TEXAS TRIPLE PLAY	U.S. Federal	3273072	7/31/07
Grande Communications Networks LLC	GRANDE COMMUNICATIONS 	U.S. Federal	4095695	2/07/12

U.S. Trademark Applications

None.