

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOVERNET, INC.		04/07/2017	Corporation: VERMONT
RECEIVING PARTY DATA			
Name:	AB Private Credit Investors LLC, as Administrative Agent		
Street Address:	1345 AVENUE OF THE AMERICAS		
Internal Address:	38th FLOOR		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10105		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3934528	SOVERNET COMMUNICATIONS	
Registration Number:	2665753	SOVERNET	
CORRESPONDENCE DATA			
Fax Number:	2139963305		
<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:	2136836305		
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		
ATTORNEY DOCKET NUMBER:	92225.00050		
NAME OF SUBMITTER:	William Wolff		
SIGNATURE:	/William Wolff/		
DATE SIGNED:	04/10/2017		
Total Attachments: 5			
source=Sovernet - Trademark Security Agreement (04-07-2017)#page1.tif			
source=Sovernet - Trademark Security Agreement (04-07-2017)#page2.tif			
source=Sovernet - Trademark Security Agreement (04-07-2017)#page3.tif			

OP \$65.00 3934528

source=Sovernet - Trademark Security Agreement (04-07-2017)#page4.tif

source=Sovernet - Trademark Security Agreement (04-07-2017)#page5.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (“Agreement”), is entered into as of April 7, 2017, by and between SOVERNET, INC., a Vermont corporation (the “Grantor”), 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 TVC ALBANY, INC., a Delaware corporation (“Borrower”), OHCP NORTHEASTERN FIBER BUYER, INC., a Delaware corporation, 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 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 December 22, 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:

SOVERNET, INC.

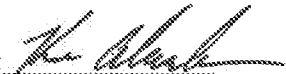
By: 

Name: Kurt Van Wagenen

Title: Secretary, Treasurer

ADMINISTRATIVE AGENT:

AB PRIVATE CREDIT INVESTORS LLC

By: 
Name: Kavin Alexander
Title: Managing Director

[FIRSTLIGHT - TRADEMARK SECURITY AGREEMENT (SOVERNET, INC.)]


TRADEMARK
REEL: 006031 FRAME: 0400

Schedule 1

to

Trademark Security Agreement

U.S. TRADEMARKS

Registration Number	Serial No.	Title	Current Applicants / Registered Owners
3,934,528	85094486	SOVERNET COMMUNICATIONS 	SoVerNet, Inc.
2,665,753	76288049	SOVERNET	SoVerNet, Inc.