

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426782

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uniti Group Inc.		05/09/2017	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Uniti Group LP		
Street Address:	10802 Executive Center Drive		
Internal Address:	Benton Building, Suite 300		
City:	Little Rock		
State/Country:	ARKANSAS		
Postal Code:	72211		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86854197	UNITI	
Serial Number:	86854156	UNITI	
Serial Number:	86766312	UNITI	
Serial Number:	86698527	UNITI	
Serial Number:	86486681	CS&L	
CORRESPONDENCE DATA			
Fax Number:	8169600041		
<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:	(816) 960-0090		
Email:	trademarks.chase@kutakrock.com		
Correspondent Name:	MARCELLUS A. CHASE		
Address Line 1:	KUTAK ROCK LLP		
Address Line 2:	2300 MAIN STREET, SUITE 800		
Address Line 4:	KANSAS CITY, MISSOURI 64108		
NAME OF SUBMITTER:	MARCELLUS A. CHASE		
SIGNATURE:	/Marcellus A. Chase/		
DATE SIGNED:	05/09/2017		

OP \$140.00 86854197

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement"), is dated as of May 9, 2017 by and between Uniti Group Inc. ("Assignor"), a Maryland corporation, and Uniti Group LP ("Assignee"), a Delaware limited partnership of which Assignor is the general partner.

WHEREAS, Assignor is the owner of its right, title and interest in, to and under the trademarks and trademark applications listed on Schedule A (collectively, the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement effective as of the date hereof, pursuant to which Assignee acquired the Trademarks, together with the other Contributed Assets, from Assignor; and

WHEREAS, all capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Contribution Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers unto the Assignee its entire right, title and interest of every kind in and to the Trademarks including the registered trademarks and trademark applications listed on Schedule A, together with all goodwill associated therewith, and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement, or misappropriation of any of the foregoing in all countries of the world.

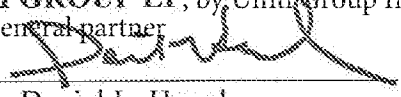
2. Further Assurances. Assignor hereby agrees to sign all necessary papers and do all lawful acts reasonably requisite in connection with the prosecution, assignment, enforcement and disclaimer of each and every trademark application based upon the Trademarks, without further compensation, but at the expense of the Assignee or its successors and assigns. Assignor hereby authorizes and requests the officials of all countries in which the Trademarks are now issues, or in the future will be issued, to grant to the Assignee all of Assignor's entire right, title and interest in and to the same for the sole use and enjoyment of the Assignor, its successors and assigns.

3. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

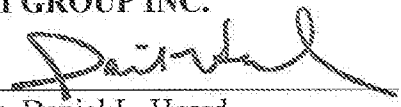
[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed.

UNITI GROUP LP, by Uniti Group Inc.,
as its general partner

By: 
Name: Daniel L. Heard
Title: Executive Vice President -- General
Counsel and Secretary

UNITI GROUP INC.

By: 
Name: Daniel L. Heard
Title: Executive Vice President -- General
Counsel and Secretary

Schedule A

Trademark / Trademark Application	Application No	Filing Date	Registration No	Issue Date
UNITI	86854197	12/18/15		
UNITI (Design plus words, letters, and/or numbers)	86854156	12/18/15		
UNITI (Design plus words, letters, and/or numbers)	86766312	9/23/15		
UNITI	86698527	7/20/15		
CS&L	86486681	12/19/14	5050441	9/27/16