

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427052

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Uniti Group LP		05/09/2017	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Collateral Agent		
Street Address:	750 N. Saint Paul Place, Suite 1750		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Bank: SOUTH DAKOTA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5050441	CS&L	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F170078		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		
DATE SIGNED:	05/10/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 9, 2017 (this “**Agreement**”) among the Persons listed on the signature pages hereof, as Grantors, and WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent for the Secured Parties.

Reference is made to the Security Agreement dated as of April 24, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Uniti Group Inc. (f/k/a Communications Sales & Leasing, Inc.), CSL Capital, LLC, Uniti Group LP, a Delaware limited partnership (pursuant to that certain Supplement No. 5 to the Security Agreement dated as of May 9, 2017), Uniti Group Finance Inc., a Delaware corporation (pursuant to that certain Supplement No. 5 to the Security Agreement dated as of May 9, 2017) (each, an “**Issuer**” and together, the “**Issuers**”), as Grantors, the other Grantors party thereto and the Collateral Agent. The Secured Parties’ agreements in respect of extensions of credit to the Issuers are set forth in the Indenture dated as of April 24, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), among the Issuers, the Guarantors party thereto, Wells Fargo Bank, National Association, as Trustee and Collateral Agent. The Grantors are affiliates of the Issuers, will derive substantial benefits from the issuance of the Notes. Accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Article 1 of the Indenture also apply to this Agreement.

Section 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guarantees of the Secured Obligations made pursuant to Article 11 of the Indenture, each Grantor, pursuant to and in accordance with the Security Agreement, did and hereby does pledge to the Collateral Agent for the benefit of the Secured Parties, and did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, and all goodwill associated therewith (collectively, the “**Trademark Collateral**”):

All Trademarks, including those listed on Schedule I hereto; *provided* that the grant of security interest shall not include any “intent-to-use” trademark applications prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto.

Section 3. Termination. This Trademark Security Agreement and the security interest granted hereby shall automatically terminate with respect to all of a Grantor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of such Grantor's obligations thereunder. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to any Grantor as such Grantor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such termination or release, the Collateral Agent shall reasonably cooperate with any efforts made by a Grantor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

Section 4. Supplement to the Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

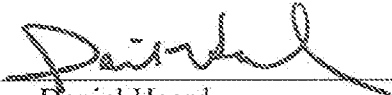
Section 5. Governing Law. The terms of Section 13.07 of the Indenture with respect to governing law are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

Section 6. Intercreditor Agreement Governs. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject to the Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

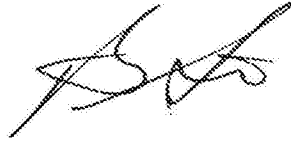
UNITY GROUP LP

By: 
Name: Daniel Heard
Title: Executive Vice President –
General Counsel and
Secretary

[Signature Page to Trademark Security Agreement]

**WELLS FARGO BANK, NATIONAL
ASSOCIATION,**
as Collateral Agent

By:



Name: Patrick Giordano
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006053 FRAME: 0944

**Schedule I to
Trademark Security Agreement Supplement**

UNITED STATES Trademark Applications

<u>Grantor</u>	<u>Trademark or Service Mark Application</u>	<u>Date Filed</u>	<u>Registration No. and Jurisdiction</u>
Uniti Group LP	CS&L	December 19, 2014	5050441 (United States)