

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM428029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		05/16/2017	Bank: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Hargray Holdings LLC		
Street Address:	870-C William Hilton Parkway		
City:	Hilton Head Island		
State/Country:	SOUTH CAROLINA		
Postal Code:	29928		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	Hargray Communications Group, Inc.		
Street Address:	870-C William Hilton Parkway		
City:	Hilton Head Island		
State/Country:	SOUTH CAROLINA		
Postal Code:	29928		
Entity Type:	Corporation: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2231522	H	
Registration Number:	2149553	HARGRAY	
Registration Number:	3479653	ONE COMPANY- CONNECTING YOUR WORLD	
Registration Number:	3667489	MYHARGRAY CONNECTIONS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		

OP \$115.00 2231522

Address Line 4:	Columbus, OHIO 43219
NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	05/18/2017
Total Attachments: 6 source=14. Hargray - IP Release#page1.tif source=14. Hargray - IP Release#page2.tif source=14. Hargray - IP Release#page3.tif source=14. Hargray - IP Release#page4.tif source=14. Hargray - IP Release#page5.tif source=14. Hargray - IP Release#page6.tif	

**TERMINATION AND RELEASE OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Termination and Release"), dated as of May 16, 2017, from CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent and collateral agent (in such capacities, together with its successors in such capacity, the "Agent") for the several banks and other financial institutions or entities that are parties to the Credit Agreement (as hereinafter defined), is entered into in favor of HARGRAY HOLDINGS LLC, a Delaware limited liability company ("Holdings"), HARGRAY COMMUNICATIONS GROUP, INC., a South Carolina corporation ("Hargray"), HCP ACQUISITION LLC, a Delaware limited liability company ("HCP" and, together with Hargray, the "Borrowers" and, together with Holdings, the "Grantors"). Capitalized terms used herein without definition are used as defined in (i) the Credit Agreement dated as of June 26, 2013 (the "Credit Agreement"), as amended by that certain Amendment No. 1 dated as of October 28, 2014 ("Amendment No. 1") (and as further amended, restated, amended and restated, supplemented or otherwise modified to the date hereof), by and among Holdings, the Borrowers, the Lenders from time to time party thereto and the Agent and (ii) the Security Agreement (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement, dated as of June 26, 2013 (the "Security Agreement"), among the Borrowers, the other grantors from time to time party thereto and the Agent, a security interest was granted by the Grantors to the Agent in certain trademarks;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 26, 2013 at Reel/Frame 5057/0692 and a Trademark Assignment of Security Agreement was recorded with the United States Patent and Trademark Office on October 28, 2014 at Reel/Frame 5389/0576;

WHEREAS, Holdings and Hargray entered into that certain Intellectual Property Security Agreement dated as of June 26, 2013 (the "Intellectual Property Security Agreement") pursuant to which a security interest was granted to the Existing Administrative Agent (as defined in Amendment No. 1) in, *inter alia*, the trademarks listed on Schedule 1 attached hereto;

WHEREAS, in connection with Amendment No. 1 and the removal of the Existing Administrative Agent, the Agent and the Existing Administrative Agent entered into that certain Assignment of Intellectual Property Security Agreement (the "Assignment") pursuant to which the Existing Administrative Agent assigned all of its rights, title and interest in and to the Intellectual Property under the Intellectual Property Security Agreement to the Agent; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interest in the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property

pursuant to the Security Agreement, the Intellectual Property Security Agreement and the Assignment, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest: The Agent hereby irrevocably and unconditionally terminates, releases and discharges its security interest in the Intellectual Property and any right, title and interest of the Agent in and to the Intellectual Property hereby ceases and is void.

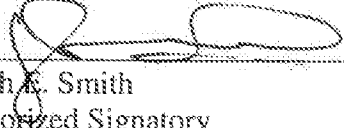
2. Further Assurances: At the request and sole expense of the Grantors, the Agent shall execute and deliver to each Grantor such documents as such Grantor shall reasonably request to evidence the release of such Agent's security interest in the Intellectual Property.

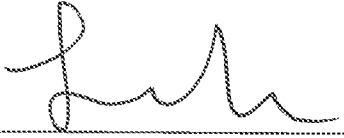
3. Governing Law: This Termination and Release shall be governed by, and construed in accordance with, the laws of the United States, with respect to trademark issues and in all other respects, including as to validity (except trademark validity), interpretation and effect, by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

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IN WITNESS WHEREOF, each of the undersigned has caused this Termination and Release to be duly executed and delivered as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Administrative Agent and Collateral
Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Joan Park
Title: Authorized Signatory

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

TRADEMARK
REEL: 006062 FRAME: 0282

SCHEDULE I

See attached.

Entity	Reg. No.	Reg. Date	Ser. No.	Status	Jurisdiction
Hargray Holdings LLC	2,231,522	March 16, 1999	75-314,836	Registered	United States
Hargray Communications Group	2,149,553	April 7, 1998	75-314,837	Registered	United States
Hargray Communications Group	3,479,653	August 5, 2008	77-323,611	Registered	United States
Hargray Communications Group	3,667,489	August 11, 2009	77-448,891	Registered	United States