

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM428756

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CELLULAR SOUTH, INC.		05/24/2017	Corporation: MISSISSIPPI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
<b>Street Address:</b>	101 N. TRYON STREET, 5TH FLOOR		
<b>Internal Address:</b>	MAIL CODE: NC1-001-05-45		
<b>City:</b>	CHARLOTTE		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87334291	C SPIRE	
<b>Serial Number:</b>	87334269	C SPIRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, sandraday@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	017625-4959		
<b>NAME OF SUBMITTER:</b>	John Slaughter		
<b>SIGNATURE:</b>	/john slaughter/		
<b>DATE SIGNED:</b>	05/24/2017		
<b>Total Attachments: 4</b>			
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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Second Amended and Restated Security Agreement dated as of May 24, 2017 (the "Security Agreement") by and among the Grantors party thereto (each an "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Administrative Agent for the ratable benefit of the holders of the Secured Obligations.

The Grantors and the Administrative Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

[Signature Pages Follow]

Very truly yours,

CELLULAR SOUTH, INC.,  
a Mississippi corporation

By: B. C. P.  
Name: Benjamin C. Pace  
Title: CFO

CELLULAR SOUTH, INC.  
TRADEMARK NOTICE

**TRADEMARK**  
**REEL: 006067 FRAME: 0764**

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Administrative Agent

By: Kevin L. Ahart

Name: Kevin L. Ahart

Title: Vice President

CELLULAR SOUTH, INC.  
TRADEMARK NOTICE

**TRADEMARK**  
**REEL: 006067 FRAME: 0765**

Schedule 1

Cellular South, Inc.  
(Mississippi Corporation)

U.S. Trademarks

Trademark Applications

Mark	Appl. No.	Filing Date
C SPIRE and Design	87334291	02/13/17
C SPIRE	87334269	02/13/17