

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM451415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUMOS NETWORKS INC.		11/17/2017	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC.		
Street Address:	1585 BROADWAY		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4087322	LUMOS NETWORKS	
Registration Number:	4484837	OUR TECHNOLOGY COMES WITH PEOPLE	
Registration Number:	4490881	LUMOS N E T W O R K S	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Darlena Bari Stark		
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:	F173910		
NAME OF SUBMITTER:	ESTEFANIA LAUREANO		
SIGNATURE:	/ESTEFANIA LAUREANO/		
DATE SIGNED:	11/17/2017		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of November 17, 2017 (this “Agreement”), by and between Lumos Networks Inc. (the “Grantor”) and Morgan Stanley Senior Funding, Inc. in its capacity as administrative agent and collateral agent (in such capacities, the “Administrative Agent”).

WHEREAS, reference is made to (a) the Credit Agreement, dated as of November 17, 2017 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among MTN Infrastructure Intermediate, LP, MTN Infrastructure TopCo, Inc. (the “Borrower”), the lenders from time to time party thereto, the Administrative Agent and Morgan Stanley Senior Funding, Inc. and Goldman Sachs Bank USA, as Issuing Banks, and (b) the Pledge and Security Agreement dated as of November 17, 2017 (the “Security Agreement”), by and among the Borrower, Holdings, the Subsidiary Parties from time to time party thereto and the Administrative Agent;

WHEREAS, the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

WHEREAS, the Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, 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 or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the 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 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

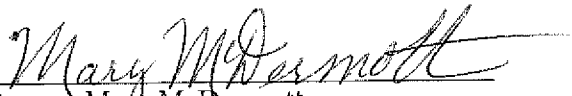
SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE

GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS
OF THE STATE OF NEW YORK.

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

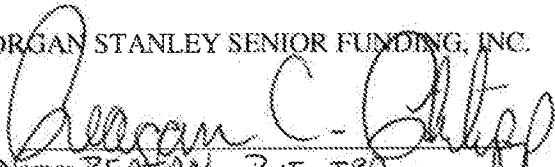
LUMOS NETWORKS INC.

By: 
Name: Mary McDermott
Title: Senior VP, General Counsel and Secretary

[Signature Page to the Trademark Security Agreement]

TRADEMARK
REEL: 006208 FRAME: 0904

MORGAN STANLEY SENIOR FUNDING, INC.

By: 
Name: REAGAN PHELIPP
Title: AUTHORIZED SIGNATORY

[Signature Page to the Trademark Security Agreement]

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER AND DATE	TRADEMARK
Lumos Networks Inc.	4,087,322 January 17, 2012	Lumos Networks
Lumos Networks Inc.	4,484,837 February 18, 2014	Our Technology Comes With People
Lumos Networks Inc.	4,490,881 March 4, 2014	