

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM455682

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice and Confirmation 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>
Alpheus Communications, LLC		12/22/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank		
<b>Street Address:</b>	3333 Peachtree Road, N.E., 7th Floor		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30326		
<b>Entity Type:</b>	bank: GEORGIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3017584	ALPHEUS	
<b>Registration Number:</b>	3606528	ALPHEUS	
<b>Registration Number:</b>	3027694	ALPHEUS	
<b>Registration Number:</b>	3606529	ALPHEUS	
<b>Registration Number:</b>	4438554	ALPHEUS COMMUNICATIONS	
<b>Registration Number:</b>	3160447	METROLOCITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129096836		
<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>	212-909-6000		
<b>Email:</b>	trademarks@debevoise.com		
<b>Correspondent Name:</b>	Kenneth Rich, Esq.		
<b>Address Line 1:</b>	919 Third Avenue		
<b>Address Line 2:</b>	Debevoise & Plimpton LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>NAME OF SUBMITTER:</b>	Kenneth Rich		
<b>SIGNATURE:</b>	/Kenneth Rich/		
<b>DATE SIGNED:</b>	12/22/2017		

CH \$165.00 3017584

**Total Attachments: 5**

source=Project Nile - Trademark Grant (Alpheus) (executed)#page1.tif

source=Project Nile - Trademark Grant (Alpheus) (executed)#page2.tif

source=Project Nile - Trademark Grant (Alpheus) (executed)#page3.tif

source=Project Nile - Trademark Grant (Alpheus) (executed)#page4.tif

source=Project Nile - Trademark Grant (Alpheus) (executed)#page5.tif

**NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of December 22, 2017, made by Alpheus Communications, LLC, a Delaware limited liability company (the "Grantor"), in favor of SUNTRUST BANK, as Collateral Agent (the "Agent") for the Lenders that are parties to the Credit Agreement, dated as of December 22, 2017, among LOGIX Holding Company, LLC (the "Borrower"), LOGIX Acquisition Company, LLC, the Lenders and SunTrust Bank, as Administrative Agent, Collateral Agent, Swing Line Lender and L/C Issuer (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed, among other things, to make loans to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower and the other parties thereto have executed and delivered a Security Agreement, dated as of December 22, 2017, in favor of the Agent (together with all amendments, supplements, waivers and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest, including without limitation those Trademarks set forth on Schedule I hereto and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as

stated maturity, by acceleration or otherwise) of the Guaranteed Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALPHEUS COMMUNICATIONS, LLC


By: 

Name Matthew Murphy

Title: Chief Executive Officer

*[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks - Alpheus Communications, LLC]*

SUNTRUST BANK,  
as Agent

By: 

Name: Kevin Curtin  
Title: Director

*[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks –  
Alpheus Communications, LLC]*

**TRADEMARK  
REEL: 006235 FRAME: 0108**

SCHEDULE I

Trademark Registrations

<u>TRADEMARK</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ALPHEUS	78445413	07/02/2004	3017584	11/22/2005
ALPHEUS	77124932	03/07/2007	3606528	04/14/2009
ALPHEUS	78467244	08/13/2004	3027694	12/13/2005
ALPHEUS	77124936	03/07/2007	3606529	04/14/2009
ALPHEUS COMMUNICATIONS	85732495	09/19/2012	4438554	11/26/2013
METROLOCITY	78546451	01/12/2005	3160447	10/17/2006

Trademark Applications

None.