

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM459098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
METROCAST CABLEVISION OF NEW HAMPSHIRE, LLC		01/04/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ATLANTIC BROADBAND FINANCE, LLC		
Street Address:	2 BATTERYMARCH PARK		
Internal Address:	#205		
City:	QUINCY		
State/Country:	MASSACHUSETTS		
Postal Code:	02169		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4858877	METROCAST	
Registration Number:	3022975	METROCAST	
Registration Number:	3237906	METROCAST	
Registration Number:	4453991	METROCAST BUSINESS SERVICES	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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>			
Email:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	41197-9		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	01/23/2018		

CH \$115.00 4858877

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “*Assignment*”) is made effective as of 4th day of January, 2018 (the “*Effective Date*”), by METROCAST CABLEVISION OF NEW HAMPSHIRE, LLC, a Delaware limited liability company (“*Assignor*”) in favor of ATLANTIC BROADBAND FINANCE, LLC, a Delaware limited liability company (“*Assignee*”). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 7, 2017, by and among Assignor, Assignee, Harron Communications, L.P., a Delaware limited partnership, Gans Communications, L.P., a Delaware limited partnership and Cogeco Communications Inc., a Canadian corporation, as amended by that certain Assignment Agreement, dated as of January 4, 2017 (as amended, the “*Purchase Agreement*”); and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, convey, assign, and transfer to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor’s right, title and interest in, to and under the trademarks set forth on Schedule A (collectively, the “*Trademarks*”), together with the goodwill of the business connected with and symbolized by the Trademarks, and the parties wish to record such acquisition in the applicable governmental authorities in any applicable jurisdiction.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises, covenants, representations, warranties and agreements contained herein and in the Purchase Agreement, Assignor hereby agrees as follows:

1. Assignment. In accordance with and subject to the terms of the Purchase Agreement, effective as of the Effective Date, Assignor hereby sells, conveys, assigns, and transfers to Assignee all Assignor’s right, title and interest in, to and under the Trademarks in the United States and throughout the world, together with the goodwill of the business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside of the United States based in whole or in part upon the Trademarks, and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the right to collect royalties, products and proceeds in connection with any of the foregoing and the right to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation thereof and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

2. Recording. This Assignment has been executed and delivered by Assignor to Assignee for the purpose of recording this Assignment with any applicable governmental authorities, and the parties hereby authorize any such governmental authorities to record this Assignment.

3. Successors. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors and permitted assigns.

4. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart to this Assignment.

5. Governing Law. All matters relating to or arising out of this Assignment (whether sounding in contract, tort or otherwise) will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

6. Jurisdiction; Venue; Service of Process; Waiver of Jury Trial. Each party hereto irrevocably submits to the exclusive jurisdiction of any state or Federal court located within the County of New York in the State of New York for the purposes of any suit, action or other proceeding arising out of this Assignment or any transaction contemplated hereby, and agrees to commence any such action, suit or proceeding only in such courts. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth in the Purchase Agreement shall be effective service of process for any such action, suit or proceeding. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Assignment or the transactions contemplated hereby in such courts, and hereby irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF SUCH PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

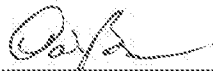
7. Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. This Assignment does not create or establish any rights, liabilities or obligations not otherwise created or existing under or pursuant to the Purchase Agreement. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement will not be superseded hereby but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement will govern.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties have entered into this Assignment as of the Effective Date.

ASSIGNEES:

ATLANTIC BROADBAND FINANCE, LLC


By: 
Name: Patrick Bratton
Title: Senior Vice President and Chief Financial Officer

[Signature page to Trademark Assignment]

TRADEMARK
REEL: 006256 FRAME: 0457

ASSIGNOR:

**METROCAST CABLEVISION OF NEW
HAMPSHIRE, LLC**

By: 
Name: Ryan F. Pearson
Title: EVP and General Counsel

{Signature page to Trademark Assignment}

Schedule A

METROCAST (Name)

Int. Cl.: 38 and 41, Reg. No.4,858,877, Registered November 24, 2015



Logo design

Int. Cl.: 38, Reg. No. 3,022,975, Registered December 6, 2005

Int. Cl.: 41, Reg. No. 3,237,906, Registered May 1, 2007



Logo design

Int. Cl.:38, Reg. No. 4,453,991, Registered December 24, 2014