

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468292

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Conterra Ultra Broadband Holdings, Inc.		04/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Toronto Dominion (Texas) LLC		
Street Address:	31 West 52nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019-6101		
Entity Type:	Limited Liability Company: NEW YORK		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4018180	CONTERRA BROADBAND SERVICES	
Registration Number:	3925393	HELPING AMERICA GET UP TO SPEED	
Registration Number:	4576157	BIG BROADBAND WITH NO BOUNDARIES	
Registration Number:	4393122	CONTERRA FIBER SOLUTIONS	
Registration Number:	4411745	CONTERRA TELEHEALTH NETWORKS	
Registration Number:	4380982	IT'S ALL ABOUT THE BANDWIDTH BABY!	
Registration Number:	4556442	IT'S ALL ABOUT THE BANDWIDTH BABY	
Registration Number:	2785545	CONTERRA	
Registration Number:	3611569	CONTERRA BACKHAUL SOLUTIONS	
Registration Number:	3634871	CONTERRA TELECOM SERVICES	
Registration Number:	4769490	CONTERRA TOWER GROUP	
Registration Number:	5246983	CONTERRA LIMITLESS COMMUNICATIONS	
Registration Number:	5200737	C	
Registration Number:	4488975	BROADBAND WITHOUT BORDERS	
Serial Number:	87821875	CONTERRA NETWORKS	
Serial Number:	87821890	CONTERRA NETWORKS FIBER DRIVEN. PEOPLE P	
Serial Number:	86748550	CONTERRA	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$440.00 4018180

Fax Number: 6175236850

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.

Phone: 617-523-2700

Email: susan.dinicola@hklaw.com,khyshboo.patel@hklaw.com

Correspondent Name: Holland & Knight LLP

Address Line 1: 10 St. James Avenue

Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER:	Susan C. DiNicola
---------------------------	-------------------

SIGNATURE:	/Susan C. DiNicola/
-------------------	---------------------

DATE SIGNED:	04/03/2018
---------------------	------------

Total Attachments: 7

source=TD_Conterra_Borrower_TrademarkSecurityAgreement#page1.tif

source=TD_Conterra_Borrower_TrademarkSecurityAgreement#page2.tif

source=TD_Conterra_Borrower_TrademarkSecurityAgreement#page3.tif

source=TD_Conterra_Borrower_TrademarkSecurityAgreement#page4.tif

source=TD_Conterra_Borrower_TrademarkSecurityAgreement#page5.tif

source=TD_Conterra_Borrower_TrademarkSecurityAgreement#page6.tif

source=TD_Conterra_Borrower_TrademarkSecurityAgreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is entered into as of April 2, 2018 by and between CONTERRA ULTRA BROADBAND HOLDINGS, INC., a Delaware corporation (the "Grantor") and TORONTO DOMINION (TEXAS) LLC (together with its successors and assigns, the "Administrative Agent"), acting in its capacity as Administrative Agent pursuant to that certain Amended and Restated Loan Agreement dated as of April 2, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") by and among the Grantor, CUB Parent, Inc., a Delaware corporation, the Lenders party thereto and the Administrative Agent.

RECITALS:

A The Grantor and the Administrative Agent on behalf of the Secured Parties have entered into that certain Amended and Restated Borrower Security Agreement dated as of April 2, 2018 (as the same may be amended, restated, modified, or supplemented from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent on behalf of the Secured Parties a Lien and security interest in all Intangibles of the Grantor, including, without limitation, all of the Grantor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by the Grantor's trademarks, and all products and Proceeds thereof, to secure the payment of the Secured Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent on behalf of the Secured Parties a Lien and continuing security interest in all of the Grantor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or hereafter created, acquired or reacquired:

(1) each trademark, trademark registration ("Trademark Registration") and trademark application ("Trademark Application"), including, without limitation, each trademark, Trademark Registration and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby (but excluding United States intent-to-use trademark applications to the extent that and solely during the period in which a grant of a security interest will render such trademark invalid under Applicable Laws in the United States); and

(2) all Proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration and Trademark Application, including, without limitation, any trademark and Trademark Registration referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark

Application referred to in Schedule 1 annexed hereto; or (b) injury to the goodwill associated with any trademark, Trademark Registration and Trademark Application.

The Lien and security interest contained in this Agreement is granted in conjunction with the Security Interest granted to the Administrative Agent on behalf of the Secured Parties pursuant to the Security Agreement.

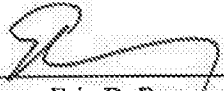
The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent on behalf of the Secured Parties with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there are any inconsistencies between this Agreement and the Security Agreement, the Security Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed by its duly authorized representative as of the date first written above.

GRANTOR:

CONTERRA ULTRA BROADBAND
HOLDINGS, INC., a Delaware corporation

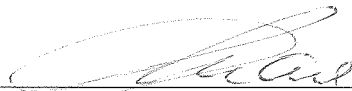
By: 
Name: Eric D. Burgess
Title: EVP and CFO

[CONTERRA - TRADEMARK SECURITY AGREEMENT (BORROWER)]

TRADEMARK
REEL: 006306 FRAME: 0639

ADMINISTRATIVE AGENT:

TORONTO DOMINION (TEXAS) LLC

By: 
Name: ALICE MARE
Title: AUTHORIZED SIGNATORY

Schedule 1

to

Trademark Security Agreement

TRADEMARKS

Registrant	Jurisdiction	Serial Number	Registration Number	Mark	Status	Date of Registration
Conterra Ultra Broadband, LLC	United States	TM 85/082532	4018180	CONTERRA BROADBAND SERVICES	Registered	Registered 8/30/2011
Conterra Ultra Broadband, LLC	United States	TM 85/08255	3925393	Helping America Get Up To Speed	Registered	Registered 3/1/2011
Conterra Ultra Broadband, LLC	United States	TM 85/166118	4576157	BIG BROADBAND WITH NO BOUNDARIES	Registered	Registered 11/1/2010
Conterra Ultra Broadband, LLC	United States	TM 85/511782	4393122	CONTERRA FIBER SOLUTIONS	Registered	Registered 8/27/2013
Conterra Ultra Broadband, LLC	United States	TM 85/562990	4411745	CONTERRA TELEHEALTH NETWORKS	Registered	Registered 10/1/2013
Conterra Ultra Broadband, LLC	United States	TM 85/612427	4380982	IT'S ALL ABOUT THE BANDWIDTH BABY!	Registered	Registered 8/6/2013

Conterra Ultra Broadband, LLC	United States	TM 85/612430	4556442	IT'S ALL ABOUT THE BANDWIDTH BABY	Registered	Registered 6/24/2014
Conterra Ultra Broadband, LLC	United States	TM 76/384693	2785545	CONTERRA	Registered	Registered 11/25/2003
Conterra Ultra Broadband, LLC	United States	TM 77/536147	3611569	CONTERRA BACKHAUL SOLUTIONS & DESIGN	Registered	Registered 4/28/2009
Conterra Ultra Broadband, LLC	United States	TM 77/607592	3634871	CONTERRA TELECOM SOLUTIONS & DESIGN	Registered	Registered 6/9/2009
Conterra Ultra Broadband, LLC	United States	TM 86/090811	4769490	CONTERRA TOWER GROUP	Registered	Registered 7/7/2015
Conterra Ultra Broadband, LLC	United States	TM 86/748570	5246983	CONTERRA LIMITLESS COMMUNICATIONS (word mark)	Registered	Registered 7/18/2017
Conterra Ultra						

Broadband, LLC	United States	TM 86/748550	5129944	Conterra (stylized/design)	Registered	Registered 1/24/2017
Conterra Ultra Broadband, LLC	United States	TM 86/748562	5200737	CO (stylized/design logo)	Registered	Registered 5/9/2017
Conterra Ultra Broadband, LLC	United States	TM 85/563010	4488975	BROADBAND WITHOUT BORDERS	Registered	Registered 2/25/2014
Conterra Ultra Broadband, LLC	United States	TM 87/821875	N/A	CONTERRA NETWORKS	Pending	
Conterra Ultra Broadband, LLC	United States	TM 87/821890	N/A	CONTERRA NETWORKS FIBER DRIVEN. PEOPLE POWERED.	Pending	