

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM476112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
South Carolina Telecommunications Group Holdings, LLC		04/05/2018	Limited Liability Company: SOUTH CAROLINA
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: 19			
Property Type	Number	Word Mark	
Registration Number:	2600455	FLEXNET ACCESS	
Registration Number:	3946648	SPIRIT DOMAINS	
Registration Number:	3692547	SPIRIT TELECOM	
Registration Number:	4149051	SPIRIT BUSINESS	
Registration Number:	4149052	SPIRIT BUSINESS ELITE	
Registration Number:	4149095	SPIRIT COMMUNICATIONS	
Registration Number:	4149097	SPIRIT COMMUNICATIONS	
Registration Number:	4225051	SPIRIT GOVERNMENT	
Registration Number:	4225053	SPIRIT WHOLESALE	
Registration Number:	4225050	SPIRIT CARRIER	
Registration Number:	4405897	SPIRIT MOBILEVOICE	
Registration Number:	5095568	SPIRITVISION	
Registration Number:	5125678	SPIRIT TOWER COMPANY	
Registration Number:	5187612	SPIRIT BROADBAND	
Registration Number:	5207691	SPIRITCOM	
Registration Number:	2054046	INFO AVENUE	
Registration Number:	2054520	INFO AVENUE	
Registration Number:	5130568	GIGUP	

OP \$490.00 2600455

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5173188	GIGUP SC
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:	202-370-4750	
Email:	ipteam@cogencyglobal.com	
Correspondent Name:	Stewart Walsh	
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:	F177317	
NAME OF SUBMITTER:	ESTEFANIA LAUREANO	
SIGNATURE:	/ESTEFANIA LAUREANO/	
DATE SIGNED:	05/31/2018	
Total Attachments: 5		
source=Clemson - Trademark Security Agreement [Executed]#page2.tif		
source=Clemson - Trademark Security Agreement [Executed]#page3.tif		
source=Clemson - Trademark Security Agreement [Executed]#page4.tif		
source=Clemson - Trademark Security Agreement [Executed]#page5.tif		
source=Clemson - Trademark Security Agreement [Executed]#page6.tif		

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of April 5, 2018 (this “Agreement”), by and among South Carolina Telecommunications Group Holdings, LLC (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 by the First Amendment thereto, dated as of March 14, 2018 and further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among MTN Infrastructure Intermediate, LP (“Holdings”), 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 the Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by the 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 SECURITY AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SECURITY 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.

[Remainder of Page Intentionally Left Blank]

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

SOUTH CAROLINA
TELECOMMUNICATIONS GROUP
HOLDINGS, LLC

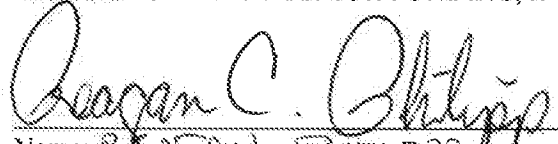
By:



Name: Johan G. Broekhuysen
Title: Executive Vice President and Chief
Financial Officer

MORGAN STANLEY SENIOR FUNDING, INC.

By:



Name: REAGAN PHILIPP

Title: AUTHORIZED SIGNATORY

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006339 FRAME: 0232

SCHEDULE I

TRADEMARKS

REGISTRATION NUMBER	TRADEMARK
2600455	FLEXNET ACCESS
3946648	Spirit Domains
3692547	SPIRIT TELECOM (as Service Provider)
4149051	Spirit Business
4149052	Spirit Business Elite
4149095	Spirit Communications
4149097	Spirit Communications Logo
4225051	Spirit Government
4225053	Spirit Wholesale
4225050	Spirit Carrier
4405897	Spirit MobileVoice
5095568	SpiritVision
5125678	Spirit Tower Company
5187612	Spirit Broadband
5207691	Spiritcom
2054046	INFO AVENUE
2054520	INFO AVENUE & DESIGN
5130568	GigUp
5173188	GigUpSC

TRADEMARK APPLICATIONS

None.