

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM476238

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KeyBank National Association, as Administrative Agent		05/31/2018	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	GTT Americas, LLC		
Street Address:	7900 Tysons One Place		
Internal Address:	Suite 1450		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	GC Pivotal, LLC		
Street Address:	7900 Tysons One Place		
Internal Address:	Suite 1450		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4199402	ETHERCLOUD	
Registration Number:	4276443	ETHERCLOUD	
Registration Number:	4259051	ETHERVISION	
Registration Number:	3969500	MAKING YOUR NETWORK	
Registration Number:	3969501	NO BOUNDARIES	
Registration Number:	4635301	ONE SOURCE NETWORKS	
Registration Number:	4473258	CLOUD 2.0	
Registration Number:	4900199	GLOBAL CAPACITY	
Registration Number:	5010507	GLOBALCAPACITY	
Registration Number:	4907437	MARKETPLACE OF NETWORKS	
Registration Number:	4891483	ONE MARKETPLACE	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4754671	LATTIS
Registration Number:	4891482	LATTIS PRO
Registration Number:	4916600	ONE MARKETPLACE
Registration Number:	4798522	CONNECTIVITY MADE SIMPLE
Registration Number:	2178701	TELESPEED
Registration Number:	2516334	COVAD
Registration Number:	3692486	COVAD

CORRESPONDENCE DATA

Fax Number: 2132897727

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: 213 426 2623

Email: meason@goodwinlaw.com

Correspondent Name: Michele Eason/Goodwin Procter LLP

Address Line 1: 601 S. Figueroa St.

Address Line 2: 41st Floor

Address Line 4: Los Angeles, CALIFORNIA 90017

NAME OF SUBMITTER:	Michele A. Eason
SIGNATURE:	/s/ Michele A. Eason
DATE SIGNED:	05/31/2018

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “**Release**”), dated as of May 31, 2018, is made by KeyBank National Association, as the Administrative Agent (as defined below), in favor of each of GTT Communications, Inc., a Delaware corporation (“**GTT**”), GTT Americas, LLC, a Delaware limited liability company (“**GTT Americas**”), and GC Pivotal, LLC (“**GCP**”), a Delaware limited liability company (each, a “**Grantor**”, and collectively, the “**Grantors**”).

A. Reference is made to the Credit Agreement, dated as of January 9, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among GTT, as borrower, the lenders party thereto (the “**Lenders**”) and KeyBank National Association, as administrative agent for the Lenders (in such capacity, the “**Administrative Agent**”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

B. Reference is made to the Pledge and Security Agreement, dated as of January 9, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Grantors, the other grantors named therein and the Administrative Agent.

C. Reference is made to the Collateral Assignments of Trademarks, dated as of January 9, 2017 and duly recorded on January 11, 2017 in the U.S. Patent and Trademark Office, Assignment Division, commencing at Reel No. 5963, Frame No. 0184 (as amended, restated, supplemented or otherwise modified from time to time, the “**GTT IP Security Agreement**”), among GTT and the Administrative Agent, pursuant to which, among other things, GTT granted a security interest to the Administrative Agent, for the benefit of the Lenders, in, among other things, the Trademarks (as defined in the Security Agreement), including, without limitation, each trademark, trademark application and trademark license of GTT set forth on Schedule 1 hereto (collectively, the “**GTT Trademarks**”).

D. Reference is made to the Collateral Assignments of Trademarks, dated as of April 13, 2017 and duly recorded on April 13, 2017 in the U.S. Patent and Trademark Office, Assignment Division, commencing at Reel No. 6035, Frame No. 0055 (as amended, restated, supplemented or otherwise modified from time to time, the “**GTT Americas IP Security Agreement**”), among GTT Americas and the Administrative Agent, pursuant to which, among other things, GTT Americas granted a security interest to the Administrative Agent, for the benefit of the Lenders, in, among other things, the Trademarks, including, without limitation, each trademark, trademark application and trademark license of GTT Americas set forth on Schedule 1 hereto (collectively, the “**GTT Americas Trademarks**”).

E. Reference is made to the Collateral Assignments of Trademarks, dated as of March 16, 2018 and duly recorded on March 20, 2018 in the U.S. Patent and Trademark Office, Assignment Division, commencing at Reel No. 6294, Frame No. 0894 (as amended, restated, supplemented or otherwise modified from time to time, the “**GCP IP Security Agreement**”, and together with the GTT IP Security Agreement and the GTT Americas IP Security Agreement, the “**IP Security Agreements**”), among GCP and the Administrative Agent, pursuant to which, among other things, GCP granted a security interest to the Administrative Agent, for the benefit of the Lenders, in, among other things, the Trademarks, including, without limitation, each trademark, trademark application and trademark license of GCP set forth on Schedule 1 hereto (collectively, the “**GCP Trademarks**”) and together with the GTT Trademarks and the GTT Americas Trademarks, the “**Released Trademarks**”).

F. In connection with the termination of the Credit Agreement, the Security Agreement and the IP Security Agreements, the Grantors have informed the Administrative Agent of their desire to obtain the release of all right, title and interest of the Administrative Agent, the Lenders and each other

grantee or beneficiary in and to the Trademarks granted under the Security Agreement and the IP Security Agreements.

G. Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, all the Administrative Agent's right, title and interest (including, without limitation, security interests) in and to the Trademarks, including, without limitation, the Released Trademarks set forth on Schedule 1 attached hereto, pursuant to the Security Agreement and the IP Security Agreements, is hereby automatically, immediately and forever terminated, the debt secured thereby having been paid and satisfied in full and any right, title or interest of the Administrative Agent in such Trademarks hereby cease and are void.

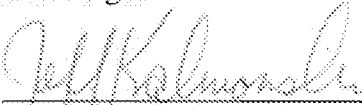
H. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby at the cost and request of the Grantor. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized officer as of the day and year above written.

KEYBANK NATIONAL ASSOCIATION, as
Administrative Agent

By:



Name: Jeff Kalinowski

Title: Senior Vice President

[Signature Page to Release of Security Interests in Trademarks (GTT)]

SCHEDULE 1

Released Trademarks

Name of Grantor:	Trademark:	Registration No.:	Registration Date:
GTT Communications, Inc.	EtherCloud	4,199,402	August 28, 2012
GTT Communications, Inc.	EtherCloud	4,276,443	January 15, 2013
GTT Communications, Inc.	Ethervision	4,259,051	December 11, 2012
GTT Americas, LLC	Making Your Network	3,969,500	May 31, 2011
GTT Americas, LLC	No Boundaries	3,969,501	May 31, 2011
GTT Americas, LLC	One Source Networks	4,635,301	November 11, 2014
GTT Americas, LLC	Cloud 2.0	4,473,258	January 28, 2014
GC Pivotal, LLC	GLOBAL CAPACITY	4,900,199	February 16, 2016
GC Pivotal, LLC	 GLOBALCAPACITY	5,010,507	August 2, 2016
GC Pivotal, LLC	MARKETPLACE OF NETWORKS	4,907,437	March 1, 2016
GC Pivotal, LLC		4,891,483	January 26, 2016
GC Pivotal, LLC	LATTIS	4,754,671	June 16, 2015
GC Pivotal, LLC	LATTIS PRO	4,891,482	January 26, 2016
GC Pivotal, LLC	ONE MARKETPLACE	4,916,600	March 15, 2016
GC Pivotal, LLC	CONNECTIVITY MADE SIMPLE	4,798,522	August 25, 2015
GC Pivotal, LLC	TELESPEED	2,178,701	August 4, 1998
GC Pivotal, LLC		2,516,334	December 11, 2001
GC Pivotal, LLC	COVAD	3,692,486	October 6, 2009