

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477432

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDU ENTERPRISES, LLC		06/08/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WHITEHORSE CAPITAL MANAGEMENT, LLC (as Administrative Agent))		
Street Address:	200 CRESCENT COURT		
Internal Address:	SUITE1414		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4528587	BULK TV & INTERNET	
Registration Number:	4521991	BULK TV	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<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:	704 503 2600		
Email:	vbantug@kslaw.com		
Correspondent Name:	KING & SPALDING		
Address Line 1:	300 S TRYON STREE		
Address Line 2:	SUITE 1700		
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	20729.515001		
NAME OF SUBMITTER:	Vicky R. Bantug		
SIGNATURE:	/Vicky R. Bantug /		
DATE SIGNED:	06/11/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) dated as of June 8, 2018 is executed and delivered by MDU ENTERPRISES, LLC, a Delaware limited liability company (“**Grantor**”), as successor-in-interest to MDU Enterprises, Inc., a North Carolina corporation, in favor of WHITEHORSE CAPITAL MANAGEMENT, LLC, in its capacity as administrative agent (in such capacity, together with its successors and assigns in such capacity, “**Administrative Agent**”) for Secured Parties under the Guaranty, Pledge and Security Agreement referred to below. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guaranty, Pledge and Security Agreement.

RECITALS:

WHEREAS, Grantor has adopted, used and is using the Trademarks set forth on Annex 1 hereto (collectively, the “**Registered Trademarks**”);

WHEREAS, Grantor has executed and delivered in favor of Administrative Agent for the benefit of the Secured Parties a certain Guaranty, Pledge and Security Agreement dated as of June 8, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the “**Guaranty, Pledge and Security Agreement**”); and

WHEREAS, pursuant to the Guaranty, Pledge and Security Agreement, Grantor has granted to Administrative Agent for the benefit of the Secured Parties a security interest in, among other things, all right, title and interest of Grantor in and to each of the Registered Trademarks to secure the prompt and complete payment, performance and observance of the Secured Obligations.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Grantor agrees as follows:

1. *Incorporation of Guaranty, Pledge and Security Agreement.* The Guaranty, Pledge and Security Agreement, and the terms and provisions thereof, are hereby incorporated herein in their entirety by this reference thereto. In the event of any conflict between any provision of the Guaranty, Pledge and Security Agreement and any provision of this Agreement, the provisions of the Guaranty, Pledge and Security Agreement shall control.

2. *Grant and Reaffirmation of Grant of Security Interests.* To secure the prompt and complete payment, performance and observance of the Secured Obligations, Grantor hereby grants to Administrative Agent for the benefit of the Secured Parties (and hereby ratifies, confirms and reaffirms its grant pursuant to the Guaranty, Pledge and Security Agreement of) a continuing security interest in all of the following property and interests in property of Grantor, whether now owned and existing or hereafter acquired or arising:

(a) all of the Registered Trademarks, all recordings and registrations thereof and applications therefor, all renewals and extensions thereof, all rights corresponding thereto, and all goodwill associated therewith or symbolized thereby; and

(b) all proceeds of the foregoing, including, without limitation, all general intangibles embodying, incorporating, evidencing or otherwise relating or pertaining to the Registered Trademarks;

provided, however, no Lien or security interest is hereby granted on any Excluded Collateral.

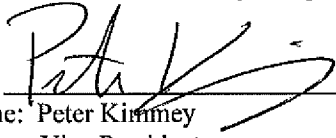
3. *Counterparts.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures delivered by facsimile and other electronic transmission shall bind the parties hereto.

4. *Governing Law.* THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF AND THEREOF, AND THE RIGHTS OF THE PARTIES HERETO AND THERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR THEREUNDER OR RELATED HERETO OR THERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PRINCIPLES.

*Remainder of Page Intentionally Left Blank
- Signature Page(s) Follow -*

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

MDU ENTERPRISES, LLC,
a Delaware limited liability company

By: 
Name: Peter Kimfey
Title: Vice President

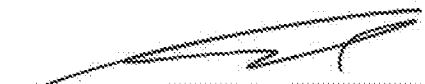
ACKNOWLEDGED AND AGREED
AS OF THE DATE FIRST ABOVE WRITTEN:

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Administrative Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED
AS OF THE DATE FIRST ABOVE WRITTEN:

WHITEHORSE CAPITAL MANAGEMENT, LLC,
as Administrative Agent

By: 
Name: Richard Siegel
Title: Authorized Signatory

ANNEX 1
TO
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

TRADEMARK REGISTRATIONS

Trademark Registration No. 4,528,587, registered May 13, 2014



Trademark Registration No. 4,521,991, registered April 29, 2014



TRADEMARK APPLICATIONS

None