

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM478135

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HORIZON TELCOM, INC.		06/15/2018	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ANTARES CAPITAL LP, AS AGENT		
<b>Street Address:</b>	500 WEST MONROE STREET		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4305152	HORIZON	
<b>Registration Number:</b>	4308693	HORIZON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312-577-8574		
<b>Email:</b>	humberto.aquino@kattenlaw.com		
<b>Correspondent Name:</b>	HUMBERTO AQUINO C/O KATTEN		
<b>Address Line 1:</b>	525 WEST MONROE STREET		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	387132-00465		
<b>NAME OF SUBMITTER:</b>	HUMBERTO AQUINO		
<b>SIGNATURE:</b>	/HUMBERTO AQUINO/		
<b>DATE SIGNED:</b>	06/15/2018		
<b>Total Attachments: 6</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2018, is made by Horizon Telecom, Inc. ("Horizon") (the "Grantor"), in favor of Antares Capital LP ("Antares Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 15, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Antares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of June 15, 2018 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses included in the Collateral providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release and Termination. At the time provided in subsection 9.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released

from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and the Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantor. At the request of the Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**HORIZON TELCOM, INC.**, as Grantor

By:



Name: Francois Laflamme  
Title: Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006353 FRAME: 0597**

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP, as Agent

By: Colin W. Torrance

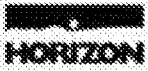
Name: Colin W. Torrance

Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

**REGISTERED TRADEMARKS**

<b>Registered Trademarks and Service Marks</b>	<b>Jurisdiction</b>	<b>Credit Party</b>	<b>Application Number</b>	<b>Registration Number</b>
HORIZON	United States	Horizon Telcom, Inc.	85687321	4305152
	United States	Horizon Telcom, Inc.	85687482	4308693

**TRADEMARK APPLICATIONS**

None.

**IP LICENSES**

1. Business Process Outsourcing Agreement, dated as of October 15, 2014, by and between CHR Solutions, Inc. and Horizon Telcom, Inc.
2. Quote for Software, dated as of January 26, 2017, by and between Calix and Horizon Telcom, Inc.