

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOMENTUM TELECOM, INC.		07/02/2018	Corporation: DELAWARE
ALTEVA, INC.		07/02/2018	Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	PENNANTPARK LOAN AGENCY SERVICING, LLC, AS COLLATERAL AGENT		
Street Address:	590 Madison Avenue, 15th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3323795	MOMENTUM	
Registration Number:	4625505	ALTEVA CONTINUING ENDOWMENT PROGRAM ACE	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	BROWN RUDNICK LLP		
Address Line 1:	ONE FINANCIAL CENTER		
Address Line 4:	BOSTON, MASSACHUSETTS 02111		
ATTORNEY DOCKET NUMBER:	28228/23		
NAME OF SUBMITTER:	Mark S. Leonardo		
SIGNATURE:	/MARK S. LEONARDO/		
DATE SIGNED:	07/02/2018		
Total Attachments: 5			
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SECOND LIEN TRADEMARK SECURITY AGREEMENT dated as of July 2, 2018 (this “Agreement”), among Momentum Telecom, Inc. and Alteva, Inc. (each a “Grantor” and together the “Grantors”) and PennantPark Loan Agency Servicing, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of July 2, 2018 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among Castle Intermediate Holdings, Inc. (“Holdings”), Castle Merger Sub, Inc. (the “Initial Borrower”, to be merged with and into MBS Holdings, Inc. (the “Target”), with the Target surviving such merger (as further defined in Section 1.02 of the Second Lien Collateral Agreement, the “Borrower”), PennantPark Loan Agency Servicing, LLC as Administrative Agent (in such capacity, the “Administrative Agent”) and the Lenders party thereto, and the Second Lien Collateral Agreement dated of even date with the Second Lien Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among Holdings, the Initial Borrower, the Borrower, the other grantors from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made. Accordingly, 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 Second Lien Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Second Lien Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of such Grantor’s Trademarks, including, but not limited to, the trademark applications and trademark registrations referred to in Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark Collateral and shall not be deemed to grant a security interest in any intent-to-use trademark applications filed in the United States Patent and Trademark Office, pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, prior to the accepted filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an accepted filing of an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act but only to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such trademark, intent-to-use trademark application, or resulting trademark registration or result in cancellation of such trademark application or registration under applicable federal law.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Second Lien Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Second Lien Collateral

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 Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate immediately and automatically and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the pledge, grant, collateral assignment, lien and Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. 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.

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

MOMENTUM TELECOM, INC.,
as a Grantor

By: 

Name: Matthew G. Conroy

Title: Chief Financial Officer and Secretary

ALTEVA, INC.,
as a Grantor

By: 

Name: Matthew G. Conroy

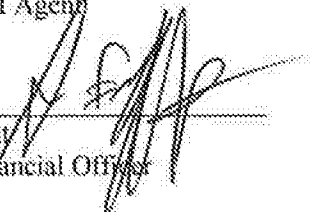
Title: Chief Financial Officer and Secretary

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006370 FRAME: 0104

PENNANTPARK LOAN AGENCY SERVICING,
LLC, as Collateral Agent

By: _____
Name: Aviv Efrat
Title: Chief Financial Officer




[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006370 FRAME: 0105

SCHEDULE I

TRADEMARK COLLATERAL

Mark	Record Owner	Grantor's % Ownership	Jurisdiction(s) and Office Where Registered	Registration Number
MOMENTUM	Momentum Telecom, Inc.	100%	United States Patent and Trademark Office	3323795
	Alteva, Inc.	100%	United States Patent and Trademark Office	4625505