

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482240

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Navisite LLC		07/16/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Trust Company, N.A.		
Street Address:	299 South Main Street		
Internal Address:	5th Floor		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87850617	AMERICA'S JOB EXCHANGE	
Registration Number:	3403811	AMERICA'S JOB EXCHANGE	
Registration Number:	3833961	NAVICLOUD	
Registration Number:	4588686	NAVICLOUD DIRECTOR	
Registration Number:	3852534	NAVISITE	
Registration Number:	5410326	NAVISITE	
Registration Number:	2256916	NAVISITE	
Registration Number:	2445562	NAVISITE	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

OP \$215.00 87850617

ATTORNEY DOCKET NUMBER:	111910-00540
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	07/17/2018

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of July 16, 2018 (the "**Trademark Security Agreement**") by NAVISITE LLC (the "**Grantor**"), in favor of WELLS FARGO TRUST COMPANY, N.A., AS TRUSTEE in its capacity as collateral agent pursuant to the Guarantee and Collateral Agreement (defined below) (in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, the Grantor is party to that certain Guarantee and Collateral Agreement, dated as of the date hereof (the "**Guarantee and Collateral Agreement**"), by and among CHARTER COMMUNICATIONS OPERATING, LLC, a Delaware limited liability company, as Borrower, CCO HOLDINGS, LLC, a Delaware limited liability company, as Holdings and certain subsidiaries of the Borrower listed on the signature pages thereto, in favor of CTL LENDING GROUP LLC, a Delaware limited liability company, who is immediately assigning its right, title and interest in the Guarantee and Collateral Agreement to WELLS FARGO TRUST COMPANY N.A., AS TRUSTEE, as Trustee of the CTL 2018-12 Trust (Charter Communications), a special purpose Delaware trust, created pursuant to a Trust Agreement dated as of the date hereof, as collateral agent for the Gateway Beneficial Owners (as defined in the Guarantee and Collateral 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Guarantee and Collateral Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. **Defined Terms**. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. **Grant of Security Interest in Trademark Collateral**. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Grantor (subject to the last paragraph of **Section 3** of the Guarantee and Collateral Agreement, collectively, the "**Trademark Collateral**):

- (a) Trademarks of such Grantor, including those listed on **Schedule I** attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. **Guarantee and Collateral Agreement**. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement the

Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Guaranteed Obligations and termination of the Guarantee and Collateral Agreement, at the request of any Grantor the Collateral Agent shall, at Grantor's sole cost and expense, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

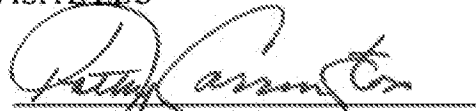
[signature page follows]

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,

NAVISITE LLC

By:



Name: Kathy Carrington
Title: SVP, Corporate Services

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006383 FRAME: 0368

Accepted and Agreed:

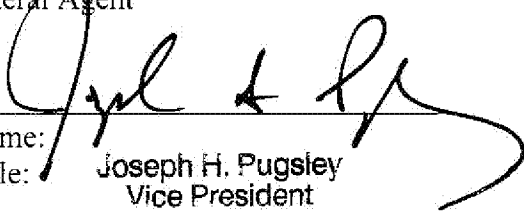
WELLS FARGO TRUST COMPANY, N.A.,
as Collateral Agent

By: _____

Name:

Title:





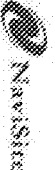
Joseph H. Pugsley
Vice President

A handwritten signature in black ink, appearing to read "Joseph H. Pugsley", written over a horizontal line. The signature is stylized and cursive.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

[See Attached]

U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Design	Application No. and Date	Registration No. and Date	Owner
AMERICA'S JOB EXCHANGE (Stylized) Filed		App. No.: 87850617 App. Date: March 26, 2018	Reg. No.: 3403811 Reg. Date: March 25, 2008	NAVISITE LLC
AMERICA'S JOB EXCHANGE (Stylized) Renewed		App. No.: 77152751 App. Date: April 10, 2007	Reg. No.: 3403811 Reg. Date: March 25, 2008	NAVISITE LLC
NAVICLOUD Registered		App. No.: 77822384 App. Date: September 9, 2009	Reg. No.: 3833961 Reg. Date: August 17, 2010	NAVISITE LLC
NAVICLOUD DIRECTOR Registered		App. No.: 86172751 App. Date: January 23, 2014	Reg. No.: 4588686 Reg. Date: August 19, 2014	NAVISITE LLC
NAVISITE and Design Registered		App. No.: 77843513 App. Date: October 7, 2009	Reg. No.: 3852534 Reg. Date: September 28, 2010	NAVISITE LLC
NAVISITE (Stylized) Registered		App. No.: 87308555 App. Date: January 20, 2017	Reg. No.: 5410326 Reg. Date: February 27, 2018	NAVISITE LLC
NAVISITE and Design Renewed		App. No.: 75455179 App. Date: March 23, 1998	Reg. No.: 2256916 Reg. Date: June 29, 1999	NAVISITE LLC
NAVISITE Renewed		App. No.: 75629506 App. Date: January 28, 1999	Reg. No.: 2445562 Reg. Date: April 24, 2001	NAVISITE LLC

TRADEMARK

REEL: 006383 FRAME: 0371

RECORDED: 07/17/2018