

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483533

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CenturyLink Communications, LLC		07/24/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	One Independence Center, 101 N Tryon St.		
<b>Internal Address:</b>	Mail Code: NC-001-05-45		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2421037	SAVVIS	
<b>Registration Number:</b>	3235995	SAVVIS	
<b>Registration Number:</b>	2148947	SAVVIS COMMUNICATIONS	
<b>Registration Number:</b>	2073528	!	
<b>Registration Number:</b>	2024019	WAM!NET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	614-280-3566		
<b>Email:</b>	james.murray@wolterskluwer.com, ECarrera@cahill.com		
<b>Correspondent Name:</b>	James Murray		
<b>Address Line 1:</b>	4400 Easton Commons Way, Suite 125		
<b>Address Line 2:</b>	CT Corporation		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	Elaine Carrera		
<b>SIGNATURE:</b>	/Elaine Carrera/		
<b>DATE SIGNED:</b>	07/26/2018		

OP \$140.00 2421037

**Total Attachments: 6**

source=CenturyLink Communications Joinder - Trademark Security Agreement\_ (002)#page1.tif

source=CenturyLink Communications Joinder - Trademark Security Agreement\_ (002)#page2.tif

source=CenturyLink Communications Joinder - Trademark Security Agreement\_ (002)#page3.tif

source=CenturyLink Communications Joinder - Trademark Security Agreement\_ (002)#page4.tif

source=CenturyLink Communications Joinder - Trademark Security Agreement\_ (002)#page5.tif

source=CenturyLink Communications Joinder - Trademark Security Agreement\_ (002)#page6.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

CenturyLink Communications, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other LLC-DE
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) July 24, 2018

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Collateral Agent

Street Address: One Independence Center, 101 N Tryon St.,  
Mail Code: NC-001-05-45

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

July 26, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Notice of Grant of Security Interest in Intellectual Property

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 24, 2018 (this "Agreement"), made by CENTURYLINK COMMUNICATIONS, LLC, a Delaware limited liability company (the "Pledgor"), in favor of BANK OF AMERICA, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement dated as of November 1, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among each Subsidiary Loan Party listed on the signature pages thereof and each other Subsidiary Loan Party that becomes a party thereto after the date thereof (together, the "Pledgors") and BANK OF AMERICA, N.A., as collateral agent (together with its successors and assigns in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein). 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 Collateral Agreement. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment and performance, as applicable, in full of its Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

all Trademarks of the United States of America, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any "intent-to-use" trademark applications, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable grantor's right, title or interest therein or in any trademark issued as a result of such application under applicable federal law.

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

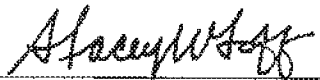
SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* THIS AGREEMENT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

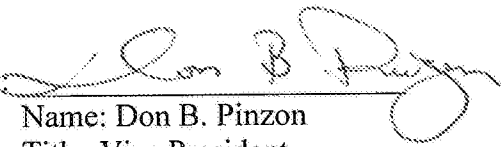
[Signature Pages Follow]

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

CENTURYLINK COMMUNICATIONS,  
LLC

By:   
Name: Stacey W Goff  
Title: Executive Vice President, General  
Counsel & Secretary

BANK OF AMERICA, N.A.,  
as Collateral Agent,

By:   
Name: Don B. Pinzon  
Title: Vice President

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Notice of Grant of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 006392 FRAME: 0410**

Schedule I  
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by CenturyLink Communications, LLC

*U.S. Trademark Registrations*

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SAVVIS	2421037	1/16/2001
SAVVIS	3235995	5/1/2007
SAVVIS COMMUNICATIONS	2148947	4/8/1998
! Design	2073528	6/24/1997
WAM/NET	2024019	12/17/1996

*U.S. Trademark Applications*

None.