

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Point Broadband LLC		08/02/2018	Limited Liability Company: GEORGIA
Sunset Digital Holding, LLC		08/02/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capitala Finance Corp., as Collateral Agent		
Street Address:	4201 Congress Street, Suite 360		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28209		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5451375	P	
Registration Number:	3014936	BVU OPTINET	
Serial Number:	87936854	FIBER FED FIXED WIRELESS	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
Correspondent Name:	Linda A. Salera, Senior Paralegal		
Address Line 1:	One Federal Street		
Address Line 2:	c/o Morgan, Lewis & Bockius LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		
SIGNATURE:	/Linda A. Salera/		
DATE SIGNED:	08/02/2018		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this 2nd day of August, 2018, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “**Grantors**” and each individually “**Grantor**”), and CAPITALA FINANCE CORP., a Maryland corporation, as collateral agent (hereinafter, in such capacity, the “**Collateral Agent**”) for itself and the other “Secured Parties” identified in the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of August 2, 2018 (as amended, amended and restated, refinanced or otherwise modified and in effect from time to time, the “**Credit Agreement**”), by and among Sunset Digital Holding, LLC, a Delaware limited liability company (“**Holdings**”), Sunset Digital Communications, LLC, a Delaware limited liability company (“**Sunset Digital**”), Sunset Fiber, LLC, a Delaware limited liability company (“**Sunset Fiber**”, and, together with Holdings, Sunset Digital, and each other Person that agrees to be bound as a Borrower thereunder, each a “**Borrower**” and, collectively, the “**Borrowers**”), Point Broadband LLC, a Georgia limited liability company (“**Parent**”), the financial institutions or other entities from time to time parties thereto, each as a “Lender”, and the Collateral Agent, the Lenders have agreed to make certain Term Loans to the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the Term Loans to the Borrowers as provided for in the Credit Agreement and the other Financing Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to the Collateral Agent, for the benefit of itself and the other Secured Parties, that certain Guarantee and Collateral Agreement, dated as of August 2, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Guarantee and Collateral Agreement**”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantors are required to execute and deliver to the Collateral Agent, for the benefit of itself and the other Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Collateral Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of itself and the other Secured Parties, to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “**Security Interest**”) in all of such

Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Collateral Agent, the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of itself and the other Secured Parties, pursuant to the Guarantee and Collateral Agreement. Each 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Collateral Agreement, the Guarantee and Collateral Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to the Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize the Collateral Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Financing Document. This Trademark Security 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 by facsimile or other electronic communication to this Trademark Security Agreement shall bind the parties to the same extent as would a manually executed counterpart. This Trademark Security Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTEE AND COLLATERAL AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

POINT BROADBAND LLC, a Georgia
limited liability company

By: M. Todd Holt
Name: Todd Holt
Title: CEO

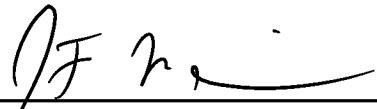
SUNSET DIGITAL HOLDING, LLC, a
Delaware limited liability company

By: M. Todd Holt
Name: Todd Holt
Title: Chairman

COLLATERAL AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

CAPITALA FINANCE CORP., a Maryland corporation

By:  _____

Name: Jack McGlinn

Title: Director and Chief Operating Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Point Broadband LLC	United States	Letter "P" with a wifi/broadband symbol arising out of it.	5451375	April 24, 2018
Point Broadband LLC	United States	Fiber Fed Fixed Wireless	87936854	May 25, 2018
Sunset Digital Holding, LLC	United States	BVU OptiNet logo	3014936	November 15, 2005

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