

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491665

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Everstream Solutions LLC		09/27/2018	Limited Liability Company: OHIO
Everstream GLC Holding Company LLC		09/27/2018	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Webster Bank, National Association
<b>Street Address:</b>	436 Slater Road
<b>City:</b>	New Britain
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06053
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5462114	EVERSTREAM
Registration Number:	5349385	WE ARE THE BUSINESS FIBER NETWORK
Registration Number:	5349384	FASTER FIBER. BETTER BUSINESS.
Registration Number:	5462116	EVERSTREAM IS YOUR BUSINESS FIBER NETWORK
Registration Number:	4608636	COMLINK SIMPLIFYING A COMPLEX WORLD
Registration Number:	4521734	SIMPLIFYING A COMPLEX WORLD
Registration Number:	4553470	VARCLOUD
Registration Number:	4472802	VARCLOUD
Registration Number:	4462649	MEDISPHERE
Registration Number:	4446519	MEDISPHERE
Registration Number:	4175231	COMLINK

## CORRESPONDENCE DATA

Fax Number: 7045032622

*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.*

Phone: 7045032600

Email: msheehan@kslaw.com

TRADEMARK

**Correspondent Name:** King & Spalding LLP  
**Address Line 1:** 300 S. Tryon St., Ste 1700  
**Address Line 2:** Attn: Moira Sheehan  
**Address Line 4:** Charlotte, NORTH CAROLINA 28202

**NAME OF SUBMITTER:** Moira Sheehan

**SIGNATURE:** /Moira Sheehan/

**DATE SIGNED:** 09/27/2018

**Total Attachments: 6**

source=Everstream - Executed Trademark Security Agreement (9.27.18)#page1.tif  
source=Everstream - Executed Trademark Security Agreement (9.27.18)#page2.tif  
source=Everstream - Executed Trademark Security Agreement (9.27.18)#page3.tif  
source=Everstream - Executed Trademark Security Agreement (9.27.18)#page4.tif  
source=Everstream - Executed Trademark Security Agreement (9.27.18)#page5.tif  
source=Everstream - Executed Trademark Security Agreement (9.27.18)#page6.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2018, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Webster Bank, National Association (“Webster Bank”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 27, 2018, by Midwest Fiber Holdings LP, a Delaware limited partnership, Midwest Fiber Acquisition LLC, a Delaware limited liability company (“Initial Borrower”), after the consummation of the Closing Date Acquisition, Everstream Solutions LLC, an Ohio limited liability company (“Everstream”), Everstream GLC Holding Company LLC, a Delaware limited liability company (“GLC Holdings” and, together with the Initial Borrower and Everstream, the “Borrowers” and each a “Borrower”), the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and Webster Bank, 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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, amended and 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 Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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 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 Borrowers thereunder, each Grantor hereby agrees with 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. Each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (to the extent not constituting Excluded Property) (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such 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.

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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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. In the event of any conflict between any provision of the Guaranty and Security Agreement and any provision of this Trademark Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such 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, consistent with Grantor’s obligation and subject to the limitations otherwise set forth in the Guaranty and Security Agreement.


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.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

EVERSTREAM SOLUTIONS LLC,  
as Grantor

By:   
Name: Christian Gartner  
Title: Secretary and Treasurer

EVERSTREAM GLC HOLDING COMPANY LLC,  
as Grantor

By:   
Name: Christian Gartner  
Title: Secretary and Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

WEBSTER BANK, NATIONAL ASSOCIATION  
as Agent

By:   
Name: Steve Morse  
Title: Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

a. **Everstream Solutions LLC**

Owner	Mark	Status	Registration No.	Registration Date
Everstream Solutions LLC	EVERSTREAM	Registered	5462114	5/8/2018
Everstream Solutions LLC	WE ARE IN THE BUSINESS FIBER NETWORK	Registered	5349385	12/5/2017
Everstream Solutions LLC	FASTER FIBER. BETTER BUSINESS.	Registered	5349384	12/5/2017
Everstream Solutions LLC	EVERSTREAM IS YOUR BUSINESS FIBER NETWORK	Registered	5462116	5/8/2018

b. **Everstream GLC Holding Company LLC**

Owner	Mark	Status	Registration No.	Registration Date
Everstream GLC Holding Company LLC	COMLINK SIMPLIFYING A COMPLEX WORLD	Registered	4608636	9/23/2014
Everstream GLC Holding Company LLC	SIMPLIFYING A COMPLEX WORLD	Registered	4521734	4/29/2014
Everstream GLC Holding Company LLC	VARCLOUD, Classes 39 and 42	Registered	4553470	6/17/2014
Everstream GLC Holding Company LLC	VARCLOUD, Class 38	Registered	4472802	1/21/2014
Everstream GLC Holding Company LLC	MEDISPHERE and Design, Classes 38, 39 and 42	Registered	4462649	1/7/2014
Everstream GLC Holding Company LLC	MEDISPHERE (word), Classes 38 and 39	Registered	4446519	12/10/2013
Everstream GLC Holding Company LLC	COMLINK	Registered	4175231	7/17/2012

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.