

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491877

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WINDSTREAM BV HOLDINGS, INC.		09/21/2018	Corporation: DELAWARE
WINDSTREAM SERVICES, LLC		09/21/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank, National Association		
<b>Street Address:</b>	Two Midtown Plaza		
<b>Internal Address:</b>	1349 Peachtree St		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30309		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4138173	BROADVIEW NETWORKS	
<b>Registration Number:</b>	4762007	BROADVIEW NETWORKS	
<b>Registration Number:</b>	5065684	BROADVIEW NETWORKS	
<b>Registration Number:</b>	5069934	BROADVIEW NETWORKS	
<b>Serial Number:</b>	87717190	BUSINESS AWARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Joanna McCall		
<b>Address Line 1:</b>	1025 Vermont Ave NW, Suite 1130		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	1001382		

OP \$140.00 4138173

<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	09/28/2018
<b>Total Attachments: 6</b> source=#91314214v1 - (Windstream - 1st Lien Notes Trademark Security Agreement Supplement)#page3.tif source=#91314214v1 - (Windstream - 1st Lien Notes Trademark Security Agreement Supplement)#page4.tif source=#91314214v1 - (Windstream - 1st Lien Notes Trademark Security Agreement Supplement)#page5.tif source=#91314214v1 - (Windstream - 1st Lien Notes Trademark Security Agreement Supplement)#page6.tif source=#91314214v1 - (Windstream - 1st Lien Notes Trademark Security Agreement Supplement)#page7.tif source=#91314214v1 - (Windstream - 1st Lien Notes Trademark Security Agreement Supplement)#page8.tif	

**TRADEMARK SECURITY AGREEMENT**

**(Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)**

September 21, 2018

WHEREAS, the signatories hereto (individually herein referred to as a “**Lien Grantor**”, and collectively, the “**Lien Grantors**”) own, or in the case of licenses are parties to, the Trademark Collateral (as defined below);

WHEREAS, Windstream Services, LLC (formerly known as Windstream Corporation, and successor to ALLTEL Holding Corp.) (the “**Company**”) has entered into that certain Indenture dated as of November 6, 2017 among the Company, as issuer, the Co-Issuer, the guarantors party thereto, U.S. Bank National Association, as trustee and collateral agent (the “**Indenture**”), pursuant to which the Company has issued its 8.625% senior secured first lien notes due 2025 (the “**Notes**”); and

WHEREAS, pursuant to the Security Agreement dated as of November 6, 2017 (as amended and/or supplemented from time to time, the “**Security Agreement**”) among the Company, the Co-Issuer, the Guarantors party thereto and U.S. Bank National Association, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), each Lien Grantor has secured certain of its obligations (its “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest (the “**Transaction Liens**”) in personal property of such Lien Grantor, including all right, title and interest of such Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Lien Grantor grants to the Grantee, to secure its Secured Obligations, a continuing security interest in all of such Lien Grantor’s right, title and interest in, to and under the following to the extent it constitutes Collateral (including giving effect to the proviso in Section 2(a) thereof) (all of the following items or types of Collateral being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by such Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License to which such Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all Proceeds of the foregoing.

Each Lien Grantor irrevocably appoints the Grantee its true and lawful attorney, with full power of substitution, in the name of such Lien Grantor, any Secured Party or otherwise, for the sole use and benefit of the Secured Parties, but at the Company's expense, to the extent permitted by law to exercise, at any time and from time to time while any Event of Default shall have occurred and be continuing and/or an Enforcement Notice is in effect, all or any of the powers provided for in Section 15 of the Security Agreement with respect to all or any of the Trademark Collateral.

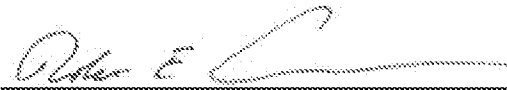
The foregoing security interest has been granted under the Security Agreement. Each Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the Security Agreement and this Trademark Security Agreement, the terms of the Security Agreement shall control.

Upon termination of the Transaction Liens in the Trademark Collateral pursuant to the Security Agreement, the security interests granted hereby shall automatically terminate and be released, and the Grantee will, at the expense of the Lien Grantors, execute and deliver to the Lien Grantors such documents, and take such other actions, as any Lien Grantor shall reasonably request to evidence the termination of the security interests granted hereby.

Capitalized terms used but not defined herein but defined in the Security Agreement are used herein with the respective meanings provided for therein.

IN WITNESS WHEREOF, the Lien Grantors have caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

WINDSTREAM BV HOLDINGS, INC.  
WINDSTREAM SERVICES, LLC

By:   
Name: Robert E. Gunderman  
Title: Chief Financial Officer & Treasurer

[Signature Page to Trademark Security Agreement]

Acknowledged:

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By:



Name: MARK C. HALLAM  
Title: ASSISTANT VICE PRESIDENT

[Signature Page to Trademark Security Agreement]

**Schedule 1  
to Trademark  
Security Agreement**

**TRADEMARKS**

\* Indicates "intent to use" trademarks, which are Excluded Assets.

No.	U.S. Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
1.	BROADVIEW NETWORKS	85402465	8-MAY-2011	4138173	19-AUG-2012	Windstream BV Holdings, Inc.
2.	BROADVIEW NETWORKS	85418083	8-OCT-2014	4762007	23-JUN-2015	Windstream BV Holdings, Inc.
3.	BROADVIEW NETWORKS	86773775	30-SEPT-2015	5065684	18-OCT-2016	Windstream BV Holdings, Inc.
4.	BROADVIEW NETWORKS	86773575	30-SEPT-2015	5069934	25-OCT-2016	Windstream BV Holdings, Inc.
5.	WINDSTREAM ENTERPRISES*	87722195	15-DEC-2017	Pending	Intent to Use	Windstream Services, LLC
6.	CONNECT. TRANSFORM. ELEVATE.*	87722249	15-DEC-2017	Pending	Intent to Use	Windstream Services, LLC
7.	PIVOT COMMUNICATIONS*	87679626	10-NOV-2017	Pending	Intent to Use	Windstream Services, LLC
8.	PIVOT COMMUNICATIONS (LOGO#1)*	87680254	10-NOV-2017	Pending	Intent to Use	Windstream Services, LLC
9.	PIVOT COMMUNICATIONS (LOGO#2)*	87680287	10-NOV-2017	Pending	Intent to Use	Windstream Services, LLC
10.	BUSINESS AWARE	87717190	12-DEC-2017	Pending	Pending	Windstream Services, LLC
11.	WE (HORIZONTAL)*	87725044	18-	Pending	Intent to Use	Windstream

#91192338v2

No.	U.S. Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
			DEC-2017			Services, LLC
12.	WE (VERTICAL)*	87725065	18-DEC-2017	Pending	Intent to Use	Windstream Services, LLC

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