

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491622

<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>
GC Pivotal, LLC		09/25/2018	Limited Liability Company: DELAWARE
Transbeam, Inc.		09/25/2018	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KeyBank National Association, as Administrative Agent		
<b>Street Address:</b>	4900 Tiedeman Road		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44144		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4900199	GLOBAL CAPACITY	
<b>Registration Number:</b>	5010507	GLOBALCAPACITY	
<b>Registration Number:</b>	4907437	MARKETPLACE OF NETWORKS	
<b>Registration Number:</b>	4891483	ONE MARKETPLACE	
<b>Registration Number:</b>	4754671	LATTIS	
<b>Registration Number:</b>	4891482	LATTIS PRO	
<b>Registration Number:</b>	4916600	ONE MARKETPLACE	
<b>Registration Number:</b>	4798522	CONNECTIVITY MADE SIMPLE	
<b>Registration Number:</b>	2178701	TELESPEED	
<b>Registration Number:</b>	2516334	COVAD	
<b>Registration Number:</b>	3692486	COVAD	
<b>Registration Number:</b>	2641591	TRANSBEAM	
<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>	800-713-0755		
<b>Email:</b>	Michael.Violet@wolterskluwer.com		
<b>TRADEMARK</b>			

OP \$315.00 4900199

**Correspondent Name:** CT Corporation  
**Address Line 1:** 4400 Easton Commons Way  
**Address Line 2:** Suite 125  
**Address Line 4:** Columbus, OHIO 43219

<b>NAME OF SUBMITTER:</b>	Doris Ka
<b>SIGNATURE:</b>	/Doris Ka/
<b>DATE SIGNED:</b>	09/27/2018

**Total Attachments: 7**

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U.S. TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK SECURITY AGREEMENT dated as of September 25, 2018 (“Agreement”), between the signatories hereto (together with their respective successors and assigns, the “Assignors”) and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the “Administrative Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of May 31, 2018 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among, inter alios, GTT Communications, Inc., a company organized under the laws of the State of Delaware, GTT Communications B.V., a company organized under the laws of the Netherlands, the lenders party thereto (the “Lenders”), and the Administrative Agent.

(2) In connection with the Credit Agreement, each Assignor is a party to a U.S. Pledge and Security Agreement Joinder, dated as of September 25, 2018 (the “Security Agreement Joinder”), to the U.S. Pledge and Security Agreement, dated as of May 31, 2018 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Assignors, the other grantors named therein and the Administrative Agent, pursuant to which each Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a continuing security interest in, collateral assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt payment and performance of the Obligations, each Assignor hereby collaterally assigns, transfers, conveys and grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

- (i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);
- (iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, extensions and renewals of any of the foregoing;

(vii) all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by such Assignor in, on or about any of its plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of its plants; and all accounting information pertaining to operations in, on or about any of its plants and all media in which or on which all of the information or knowledge or data or records relating to its plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Administrative Agent shall keep all such information, knowledge, records or data strictly confidential in accordance with the Credit Agreement, in each case, as it relates to the trademarks, trade names and service marks referred to in the above clauses (i), (ii), (iii) and (iv);

(viii) all rights to sue for past, present or future infringements, dilutions or violations of any of the foregoing;

(ix) all goodwill related to any of the foregoing; and

(x) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignors and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Assignors, the other grantors named therein and the Administrative Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

Section 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT APPLICATION OF THE RULES REGARDING CONFLICTS OF LAWS THAT WOULD GIVE EFFECT TO THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

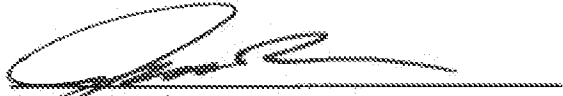
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ASSIGNORS:

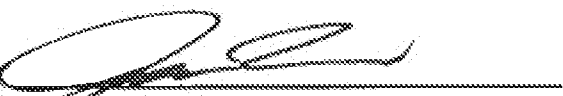
GC PIVOTAL, LLC

By:

  
Name: Jessica Kaman  
Title: Treasurer

TRANSBEAM, INC.

By:

  
Name: Jessica Kaman  
Title: Treasurer

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION

By:   
Name: Jeff Kalinowski  
Title: Senior Vice President

Schedule A  
to U.S. Trademark Security Agreement

<u>Grantor</u>	<u>Trademarks</u>	<u>Country</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
GC Pivotal, LLC	GLOBAL CAPACITY	U.S.	86355064	08/01/2014	4,900,199	02/16/2016
GC Pivotal, LLC	 GLOBALCAPACITY	U.S.	86355076	08/01/2014	5,010,507	08/02/2016
GC Pivotal, LLC	MARKETPLACE OF NETWORKS	U.S.	86575667	03/25/2015	4,907,437	03/01/2016
GC Pivotal, LLC	 one marketplace	U.S.	86460645	11/20/2014	4,891,483	01/26/2016
GC Pivotal, LLC	LATTIS	U.S.	86355101	08/01/2014	4,754,671	06/16/2016
GC Pivotal, LLC	LATTIS PRO	U.S.	86460643	11/20/2014	4,891,482	01/26/2016
GC Pivotal, LLC	ONE MARKETPLACE	U.S.	86355097	08/01/2014	4,916,600	03/15/2016
GC Pivotal, LLC	CONNECTIVITY MADE SIMPLE	U.S.	86460638	11/20/2014	4,798,522	08/25/2015
GC Pivotal, LLC	TELESPEED	U.S.	75386454	11/07/1997	2,178,701	08/04/1998
GC Pivotal, LLC	 COVAD	U.S.	75828857	10/21/1999	2,516,334	12/11/2001
GC Pivotal, LLC	COVAD	U.S.	77699372	03/25/2009	3,692,486	10/06/2009
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (Kansas)			18,979	01/12/2015

GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (Wyoming)			2014-000677338	12/11/2014
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (Alabama)			114,846	11/03/2014
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (New Mexico)			TK99122160	10/14/2014
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (Louisiana)			654,922	11/13/2014
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (North Dakota)			37,791,700	11/13/2014
GC Pivotal, LLC	GLOBAL CAPACITY	U.S. (Ohio)			2,334,307	10/10/2014
Transbeam, Inc.	TRANSBEAM	U.S.	75936579	March 6, 2000	2641591	Oct. 29, 2002

TRADEMARK

REEL: 006473 FRAME: 0429

RECORDED: 09/27/2018