

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Earthlink, LLC		12/31/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HPS Investment Partners, LLC		
Street Address:	40 West 47th Street, 33rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	3027834	A ACCELERATOR	
Registration Number:	5341012		
Registration Number:	5008688		
Registration Number:	5176810		
Registration Number:	4914763		
Registration Number:	2372117	EARTHLINK	
Registration Number:	2556818	EARTHLINK	
Registration Number:	5091715	EARTHLINK	
Registration Number:	4058934	EARTHLINK BUSINESS	
Registration Number:	1950376	EARTHLINK NETWORK	
Registration Number:	3403608	EARTHLINK PCFINETUNE	
Registration Number:	3269627	EARTHLINK PROTECTION CONTROL CENTER	
Registration Number:	3020320	EARTHLINK TOOLBAR	
Registration Number:	3102326	EARTHLINK TRUE VOICE	
Registration Number:	4278910	MYLINK	
Registration Number:	4662499	MYLINK	
Registration Number:	5592741	PCI ASSIST	
Registration Number:	5262723	PCI CERTIFY	
Registration Number:	4934307	PCI COMPLIANCE SOLUTIONS	
TRADEMARK			

CH \$815.00 3027834

Property Type	Number	Word Mark
Registration Number:	5592740	PCI PROTECT
Registration Number:	2468346	PEOPLEPC
Registration Number:	2493252	PEOPLEPC
Registration Number:	2618566	PEOPLEPC
Registration Number:	2724703	PEOPLEPC
Registration Number:	2767065	PEOPLEPC
Registration Number:	4338038	REDEFINE WORK
Registration Number:	2218119	START PAGE
Registration Number:	4495824	TAKING CARE OF BUSINESS
Registration Number:	2218713	TOTALACCESS
Registration Number:	3117276	TRUEVOICE
Registration Number:	4860643	YOUR CONNECTION TO HAPPY CUSTOMERS
Serial Number:	86428634	EARTHLINK

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 9498527709

Email: mweddington@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe LLP

Address Line 1: 2050 Main St., Suite 1100

Address Line 4: Irvine, CALIFORNIA 92614

ATTORNEY DOCKET NUMBER:	35421.14
NAME OF SUBMITTER:	Stephanie Hsu
SIGNATURE:	/Steph Hsu/
DATE SIGNED:	01/02/2019

Total Attachments: 4

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 31, 2018 (this “Notice”), made by EARTHLINK, LLC, a Delaware limited liability company (the “Pledgor”), in favor of HPS INVESTMENT PARTNERS, LLC, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of December 31, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Eagle NT NewCo, LLC, a Delaware limited liability company (“Merger Sub”) which, on the Closing Date, will be merged with and into Earthlink, LLC, a Delaware limited liability company, as the borrower (the “Borrower”), Earthlink Holdings, LLC, a Delaware limited liability company (“Holdings”), the subsidiaries of the Borrower identified therein and HPS Investment Partners, LLC, 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 Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. Grant of Security Interest. As security for the payment and performance, as applicable, in full of the 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 held or at any time hereafter owned, held or acquired by such Pledgor or in which such Pledgor now has or at any time in the future may own, hold or acquire any right, title or interest (collectively, including the right to receive or sue for past, present or future damages, but excluding any Excluded Property, the “Trademark Collateral”):

all Trademarks, including those listed on Schedule I and all goodwill associated therewith;

provided that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed and accepted by the United States Patent and Trademark Office, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use 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 Trademark 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 Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Cooperation by Borrower. The Pledgor consents to the Collateral Agent filing of this Notice in the United States Patent & Trademark Office for patents and trademarks and further agrees to execute all documents reasonably required by Collateral Agent in order to effectuate this grant of security interest.


SECTION 5. **Recordation.** Each Pledgor authorizes and requests that the register for United States Patent & Trademark Office for patents and trademarks and any other applicable government officer record this Notice. This Notice does not create an ownership interest of the Collateral Agent or the Lenders in the Trademark Collateral.

SECTION 6. **Governing Law.** THIS NOTICE 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 NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

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

EARTHLINK, LLC

By: 
Name: Brian McLaughlin
Title: Vice President and Treasurer

Signature Page to Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 008566 FRAME: 0741

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by EarthLink, LLC

<u>Mark Title</u>	<u>Registered Owner</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Registration Date</u>	<u>Jurisdiction</u>	<u>Status</u>
A ACCELERATOR	Earthlink, LLC	3,027,834	78/479,500	12/13/2005	United States	Live
Design Only (Shaded Fist)	Earthlink, LLC	5,341,012	86/245,740	11/21/2017	United States	Live
Design Only (Stylized Globe Being Orbited)	Earthlink, LLC	5,008,688	86/428,664	07/26/2016	United States	Live
Design Only (Stylized Globe Being Orbited)	Earthlink, LLC	5,176,810	86/428,674	04/04/2017	United States	Live
Design Only (Stylized Globe Being Orbited)	Earthlink, LLC	4,914,763	86/428,669	03/08/2016	United States	Live
EARTHLINK	Earthlink, LLC	2,372,117	75/561,137	08/01/2000	United States	Live
EARTHLINK	Earthlink, LLC	2,556,818	75/827,698	04/02/2002	United States	Live
EARTHLINK	Earthlink, LLC	5,091,715	86/428,627	11/29/2016	United States	Live
EARTHLINK	Earthlink, LLC		86/428,634		United States	Pending
EARTHLINK BUSINESS	Earthlink, LLC	4,058,934	85/215,716	11/22/2011	United States	Live
EARTHLINK NETWORK	Earthlink, LLC	1,950,376	74/549,207	01/23/1996	United States	Live
EARTHLINK PCFINETUNE	Earthlink, LLC	3,403,608	78/959,552	03/25/2008	United States	Live
EARTHLINK PROTECTION CONTROL CENTER	Earthlink, LLC	3,269,627	78/651,763	07/24/2007	United States	Live
EARTHLINK TOOLBAR	Earthlink, LLC	3,020,320	78/472,358	11/29/2005	United States	Live
EARTHLINK TRUE VOICE	Earthlink, LLC	3,102,326	78/658,950	06/06/2006	United States	Live
MYLINK	Earthlink, LLC	4,278,910	85/631,725	01/22/2013	United States	Live
MYLINK	Earthlink, LLC	4,662,499	86/245,733	12/30/2014	United States	Live
PCI ASSIST	Earthlink, LLC	5,592,741	86/403,760	10/30/2018	United States	Live
PCI CERTIFY	Earthlink, LLC	5,262,723	86/403,742	08/08/2017	United States	Live
PCI COMPLIANCE SOLUTIONS	Earthlink, LLC	4,934,307	86/403,748	04/05/2016	United States	Live
PCI PROTECT	Earthlink, LLC	5,592,740	86/403,754	10/30/2018	United States	Live
PEOPLEPC	Earthlink, LLC	2,468,346	75/728,762	07/10/2001	United States	Live
PEOPLEPC	Earthlink, LLC	2,493,252	75/727,730	09/25/2001	United States	Live
PEOPLEPC	Earthlink, LLC	2,618,566	75/773,824	09/10/2002	United States	Live
PEOPLEPC	Earthlink, LLC	2,724,703	75/879,168	06/10/2003	United States	Live
PEOPLEPC	Earthlink, LLC	2,767,065	75/773,809	09/23/2003	United States	Live
REDEFINE WORK	Earthlink, LLC	4,338,038	85/724,425	05/21/2013	United States	Live
START PAGE	Earthlink, LLC	2,218,119	75/224,710	01/19/1999	United States	Live
TAKING CARE OF BUSINESS	Earthlink, LLC	4,495,824	85/764,717	03/11/2014	United States	Live
TOTALACCESS	Earthlink, LLC	2,218,713	75/389,600	01/19/1999	United States	Live
TRUEVOICE	Earthlink, LLC	3,117,276	78/801,183	07/18/2006	United States	Live
YOUR CONNECTION TO HAPPY CUSTOMERS	Earthlink, LLC	4,860,643	86/373,167	11/24/2015	United States	Live