

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM505822

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	03/31/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GCI Liberty, Inc.	FORMERLY General Communication, Inc.	03/31/2018	Corporation: ALASKA

RECEIVING PARTY DATA

Name:	GCI Communication Corp.
Street Address:	2550 Denali St., Suite 1000
City:	Anchorage
State/Country:	ALASKA
Postal Code:	99503
Entity Type:	Corporation: ALASKA

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1304141	GCI
Registration Number:	2279254	SCHOOLACCESS
Registration Number:	2279255	SCHOOLACCESS
Registration Number:	2279256	SCHOOLACCESS
Registration Number:	2281319	GCI
Registration Number:	2287632	GCI
Registration Number:	2287633	GCI
Registration Number:	2468718	SCHOOLACCESS
Registration Number:	2485555	ALASKA UNITED FIBER OPTIC CABLE SYSTEM
Registration Number:	4274711	GCI CONNECTMD
Registration Number:	4320130	GCI TURBOZONE
Registration Number:	4327194	GCI TURBOZONE
Registration Number:	4428348	TURBOZONE

CORRESPONDENCE DATA

Fax Number:

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.

OP \$340.00 1304141

Phone: 9078688737
Email: wwailand@gci.com
Correspondent Name: William Wailand
Address Line 1: 2550 Denali St., Suite 1000
Address Line 4: Anchorage, ALASKA 99503

NAME OF SUBMITTER:	William J. Wailand
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SIGNATURE:	/William J. Wailand/
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DATE SIGNED:	01/14/2019
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Total Attachments: 4

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***NUNC PRO TUNC* ASSIGNMENT OF TRADEMARK RIGHTS**

This *Nunc Pro Tunc* Assignment of Trademark Rights (“Assignment”), executed as of the dates set forth on the signature page to be effective as of March 31, 2018 (the “Effective Date”), is entered into by and between GCI Liberty, Inc. (“Parent”) and GCI Communication Corp. (“Subsidiary”).

RECITALS

- A. Parent indirectly owns 100% of the equity interests of Subsidiary.
- B. Parent owns the entire right, title and interest in and to certain registered U.S. trademarks and service marks with the United States Patent and Trademark Office, as listed in attached Exhibit A (collectively, the “Marks”).
- C. As of the Effective Date, Parent and Subsidiary desire that Parent assign to Subsidiary all of Parent’s right, title and interest in and to the Marks together with all the goodwill of the business symbolized thereby, and that Subsidiary acquire all such right, title and interest in and to the Marks, upon the terms and conditions set forth herein.

ASSIGNMENT

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

- 1. **Nunc Pro Tunc Assignment of Marks.** *Nunc pro tunc* as of the Effective Date, Parent hereby conveys and assigns to Subsidiary, and Subsidiary hereby accepts from Parent, all of Parent’s right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, with all rights to sue and recover damages and/or profits for past, present, and/or future infringements or other violations.
- 2. **Miscellaneous.**
 - a. **Choice of Law.** This Assignment and the rights of the parties under it will be governed by and construed in all respects in accordance with the laws of the State of Delaware without regard to the conflicts of law principles of such State.
 - b. **No Third-Party Rights.** Nothing expressed or referred to in this Assignment is intended or will be construed to give any person other than the parties hereto and their respective successors and assigns any legal or equitable right, remedy or claim under or with respect to this Assignment, or any provision hereof, it being the intention of the parties hereto that this Assignment and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Assignment and their respective successors and assigns.

c. Binding Effect. This Assignment and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

d. Further Actions. The parties will execute and deliver to each other such further assignments, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Assignment.

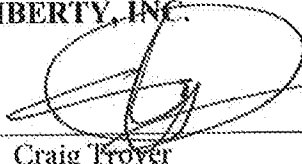
e. Entire Agreement. This Assignment constitutes the entire agreement of the parties and supersedes all prior oral or written agreements and understandings with respect to the subject matter. This Assignment may not be amended or modified except by a writing signed by the parties.

f. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed by a duly authorized officer, as of the below date.

GCI LIBERTY, INC.

By: 
Name: Craig Proyer
Its: Senior Vice President
Dated: January 9, 2019

GCI COMMUNICATION CORP.


By: 
Name: William J. Wainford
Its: Associate General Counsel
Dated: January 9, 2019

EXHIBIT A

MARK	SERIAL NO.	REG. NO.	REG. DATE
ALASKA UNITED FIBER OPTIC CABLE SYSTEM	75462834	2485555	9/4/2001
GCI	75519375	2281319	9/28/1999
GCI	75519554	2287632	10/19/1999
GCI	75519558	2287633	10/19/1999
GCI (design mark)	73413051	1304141	11/6/1984
GCI CONNECTMD (design mark)	85609588	4274711	1/15/2013
GCI TURBOZONE	85647304	4320130	4/16/2013
GCI TURBOZONE (design mark)	85647406	4327194	4/30/2013
SCHOOLACCESS	75519124	2279254	9/21/1999
SCHOOLACCESS	75519557	2279255	9/21/1999
SCHOOLACCESS	75519561	2279256	9/21/1999
SCHOOLACCESS	75519156	2468718	7/17/2001
TURBOZONE	85867836	4428348	11/5/2013